

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688 (708) 485-7344 • FAX (708) 485-4971 www.brookfieldil.gov

> VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, July 11, 2016 6:30 P.M.

Edward Barcal Hall 8820 Brookfield Avenue Brookfield, IL 60513

I. OPENING CEREMONIES:

Pledge of Allegiance to the Flag

- II. Roll Call
- III. Appointments and Presentations

Appointment – Katie Kaluzny, Conservation Commission – Term to expire 2/24/2019

Reappointment – Charles Grund, Planning and Zoning Commission – Term to expire 4/02/2019

Reappointment – Tim Heilenbach, Public Safety Committee – Term to expire 6/01/2018

- IV. PUBLIC COMMENT LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. Approval of Minutes: Village Board Meeting Monday, June 27, 2016; Committee of the Whole Meeting, Monday, June 27, 2016; Special Village Board Meeting Thursday, June 30, 2016

VILLAGE PRESIDENT Kit P. Ketchmark

> VILLAGE CLERK Brigid Weber

BOARD OF TRUSTEES Ryan P. Evans Michael J. Garvey Nicole M. Gilhooley David P. LeClere Brian S. Oberhauser Michelle D. Ryan

VILLAGE MANAGER Keith R. Sbiral

MEMBER OF Illinois Municipal League Proviso Township Municipal League West Central Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO ZOOLOGICAL SOCIETY

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser Finance, Conservation

Approval of Warrant(s)

Trustee Gilhooley Recreation, Library

Trustee Ryan Trustee EvansBeautification, Chamber of Commerce
Administration, DPW, Public Safety

Trustee Garvey Planning and Zoning Commission, WCMC Solid Waste

Trustee LeClere Special Events

President Ketchmark Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

A. Ordinance 2016-31 – An Ordinance Authorizing and Approving the Appointment of a New Remarketing Agent for the Village of Brookfield, Cook County, Illinois adjustable rate demand revenue bonds, Brookfield Zoo Project, Series 2008, Authorizing or Approving the execution and delivery of any unnecessary documents to effect such appointment and authorizing certain related matters

- **B.** Ordinance 2016-36 An Ordinance to Approve and Authorize Zoning Variations to the Property Commonly known as 3617 Prairie Avenue Brookfield, Illinois
- C. Ordinance 2016-37 An Ordinance to Approve and Authorize a Special Use to Permit Automobile Sales in an Outdoor Lot for the Property Located at 9118 West 47th Street in the Village of Brookfield, Illinois
- D. Resolution 2016-1053 A Resolution Authorizing the Execution of a Consulting Agreement between GCG Financial, Inc. and the Village of Brookfield
- E. Resolution 2016-1054 A Resolution Authorizing the Execution of an Automatic Aid Agreement with the Village of Lyons by the Village of Brookfield, Cook County, Illinois
- F. Resolution 2016-1055 A Resolution Authorizing Prudent Man Analysis, Inc., doing business at PMA Financial Network, Inc. and English Concepts, Inc., doing business as PMA Securities, Inc. to provide Investment Services and Authorizing the Execution of a Consultants Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield, General Obligation Bonds Series 2016
- G. Resolution 2016-1056 A Resolution Authorizing the Issuance of a Notice of Award for Contract C – Paving Improvements for the 2016 Street Improvement Project for the Village of Brookfield, Illinois

VIII. Managers Report

IX. Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, JUNE 27, 2016 IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT:

President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley,

Michelle Ryan and Brian Oberhauser. Village Clerk Brigid Weber.

MEMBERS ABSENT:

Trustee LeClere

ALSO PRESENT:

Village Attorney Richard Ramello, Village Manager Keith Sbiral, Fire Department Chief Patrick Lenzi, Public Works Director Ken Blaauw, Deputy Clerk Theresa

Coady, Finance Director Doug Cooper, and Community Development Director Nick

Greifer.

OTHERS PRESENT:

Village Planner Emily Egan

On Monday June 27, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS - None

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, June 13, 2016; Committee of the Whole Meeting, Monday, June 13, 2016

Motion by Trustee Evans seconded by Trustee Garvey, to approve the Omnibus Agenda of the Regular Village Board meeting of June 27, 2016. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation - Trustee Oberhauser

Approval of Warrant dated June 27, 2016 - \$1,335,886.94

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve the Warrant dated June 27, 2016 in the amount of \$1,335,886.94.. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere

Conservation Commission

Meeting scheduled for June 28, 2016 at 7:30 P.M.

Library & Parks & Recreation – Trustee Gilhooley

No report:

Beautification, Chamber of Commerce – Trustee Ryan

Beautification Commission met June 14, 2016 regarding "Brookfield In Bloom annual garden contest and Adopt-A-Spot, ash tree removal and maintenance concerns around the village. Next meeting scheduled for July 12, 2016. Chamber – 4th of July event.

Special After Hours scheduled for Friday, July 15, 2016 at the Brookfield Zoo Farmers' Market update – 1.000 participants on June 18, 2016.

Administration, DPW, Public Safety – Trustee Evans

Brush and tree branch pickup is included in weekly service Residents asked to report pothole conditions to Public Works Pooling water locations during large storms should be reported promptly to Public Works

Planning and Zoning Commission, WCMC Solid Waste - Trustee Garvey

Planning and Zoning Commission heard three cases on June 23, 2016 at 7:00 P.M. Two cases on agenda for consideration this evening.

No WCMC Solid Waste meetings since last meeting and no future meeting scheduled until September unless required.

Special Events – Trustee LeClere

Absent - no report.

Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

Zoo concert series began
Brookfield Friday night concerts began in the park through August.
Joint meeting of Village Board and Economic Development Forum scheduled for Wednesday, June 29, 2016 at 5:00 P.M.

NEW BUSINESS

Ordinance 2016-30 - An Ordinance Amending Appendix A Entitled "Fee Schedule" of the Code of Ordinances, Brookfield, Illinois

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Ordinance 2016-30 – An Ordinance Amending Appendix A Entitled "Fee Schedule" of the Code of Ordinances, Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Ordinance 2016-32 - An Ordinance Authorizing the Purchase of a Case 845B Motor Grader by the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2016-32 – An Ordinance Authorizing the Purchase of a Case 845B Motor Grader by the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Resolution 2016-1048 – A Resolution Proposing a Redevelopment Plan and Project for and the designation of the 8 Corners Tax Increment Financing Redevelopment Project Area and the Adoption of Tax Increment Allocation Financing Therefore Convening a Joint Review Board and Calling a Public Hearing in Connection Therewith

Motion by Trustee Gilhooley, seconded by Trustee Garvey, to approve Resolution 2016-1048 – A Resolution Proposing a Redevelopment Plan and Project for and the designation of the 8 Corners Tax Increment Financing Redevelopment Project Area and the Adoption of Tax Increment Allocation Financing Therefore Convening a Joint Review Board and Calling a Public Hearing in Connection Therewith. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Resolution 2016-1049 – A Resolution Authorizing Prudent Man Analysis, Inc. doing business as PMA Financial Network, Inc., and English Concepts, Inc., doing business as PMA Securities, Inc., to provide investment services and authorizing the execution of a Consultants Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield - General Obligation Bonds – Series 2016

Motion by Trustee Evans, seconded by Trustee Ryan, to **table** Resolution 2016-1049 – A Resolution Authorizing Prudent Man Analysis, Inc. doing business as PMA Financial Network, Inc., and English Concepts, Inc., doing business as PMA Securities, Inc., to provide investment services and authorizing the execution of a Consultants Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield - General Obligation Bonds – Series 2016. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Resolution 2016-1050 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Riverside, the Village of North Riverside and the Village of Brookfield for a centralized, Combined Emergency Services Dispatch and Communication System

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution 2016-1050 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Riverside, the Village of North Riverside and the Village of Brookfield for a centralized, Combined Emergency Services Dispatch and Communication System. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Resolution 2016-1051 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield, Illinois, for the Comprehensive Plan for the Village of Brookfield

Motion by Trustee Gilhooley, seconded by Trustee Ryan, to approve Resolution 2016-1051 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield, Illinois, for the Comprehensive Plan for the Village of Brookfield. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Resolution 2016-1052 – A Resolution Authorizing the Issuance of a Notice of Award for Contract B – Concrete Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2016-1052 – A Resolution Authorizing the Issuance of a Notice of Award for Contract B – Concrete Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Village Manager's Report – Keith Sbiral

- Economic Development Forum scheduled for Wednesday, June 29, 2016 at 5:00 P.M.
- IDOT putting projects on hold as of June 30, 2016 but situation may be rectified in Springfield.
- Contract C to be on agenda at next meeting regarding sidewalk paving.
- New Brookfielder published and distributed
- Town Hall meeting scheduled for July 12, 2016 regarding Zoning Modernization Project
- Recognition of one-year anniversaries of employees Ken Blaauw, Nick Greifer, Emily Egan and Megan Shilney

ADJOURNMENT

Motion by Trustee Ryan seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of June 27, 2016 at 6:55 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere

Brigid Weber Village Clerk Village of Brookfield

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JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES AT A COMMITTEE OF THE WHOLE MEETING HELD ON MONDAY JUNE 27, 2016 IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT:

President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole

Gilhooley, Michelle Ryan and Brian Oberhauser. Village Clerk Brigid Weber.

MEMBERS ABSENT:

Trustee LeClere

ALSO PRESENT:

Village Attorney Richard Ramello, Village Manager Keith Sbiral, Fire Department Chief Patrick Lenzi, Public Works Director Ken Blaauw, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, and Community

Development Director Nick Greifer.

OTHERS PRESENT:

Village Planner Emily Egan

On Monday, June 27, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:56 P.M.

Discussion Items:

GCG Financial, Inc. Benefits Administrator Agreement

Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for July 11, 2016.

Brookfield Zoo Project Series 2008 Remarketing Agent

The Board to approve the proposed Ordinance as prepared and as reviewed by Village Attorney. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for July 11, 2016.

Auto/Mutual Aid Agreement between Brookfield and Lyons Fire Department

Staff recommended the Village Board discussion and approve the Mutual Aid Agreement between Brookfield and Lyons Fire Departments. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for July 11, 2016.

2015 Annual Audit Report

Informational presentation by Finance Director Doug Cooper

PZC Case #16-02 and PZC Case #16-03

Staff recommends the Village Board review and approve the two Planning and Zoning Commission recommendations for approval at next Regular Village Board meeting – PZC Case # 16-02 – 3617 Prairie Avenue variations for variations for two proposed single-family homes generally located on the east side of Prairie Avenue between Lincoln and Grant Avenues and PZC Case # 16-03 – 9118 West 47th Street – Willow Farm Properties, Inc. – to allow for automotive sales on an outdoor lot on the property.

Village Board requests Village Attorney to prepare pertinent ordinances. Items to be on agenda for approval vote at the Regular Village Board meeting scheduled for July 11, 2016.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Committee of the Whole Meeting of June 27, 2016 at 8:49 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and Oberhauser. Nays: None. Absent: Trustee LeClere.

Brigid Weber Village Clerk Village of Brookfield

/lls

VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES AT A SPECIAL VILLAGE BOARD MEETING

HELD ON THURSDAY, JUNE 30, 2016 AT 4:30 P.M. IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT:

President Kit Ketchmark, Trustees Ryan Evans, Nicole Gilhooley, Michelle

Ryan, Brian Oberhauser, President Kit P. Ketchmark

MEMBERS ABSENT:

Trustees Michael Garvey and David LeClere, Village Clerk Brigid Weber

ALSO PRESENT:

Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Director of Public

Works Kenneth Blaauw

On Thursday, June 30, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 4:35 P.M.

NEW BUSINESS

Ordinance 2016-33 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum number of Class 8 Liquor Licenses

Motion by Trustee Evans, seconded by Trustee Ryan to approve a Class 8 Liquor License for Leo's Liquors to serve liquor at the July 4th party in the park. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Oberhauser and Ryan. Nays: None. Absent: Trustees Garvey and LeClere.

Ordinance 2016-34 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum number of Class S3 Liquor Licenses

Motion by Trustee Oberhauser, seconded by Trustee Evans to approve a Class S3 Liquor License for Leo's Liquors to serve liquor at the July 4th party in the park. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Oberhauser and Ryan. Nays: None. Absent: Trustees Garvey and LeClere.

Ordinance 2016-35 – An Ordinance Authorizing the Purchase of a Ford Diesel F-550 Truck by the Village of Brookfield, Illinois

Motion by Trustee Gilhooley, seconded by Trustee Evans to Waive Bids and approve the Purchase of a Ford Diesel F-550 Truck Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Oberhauser, Ryan and President Ketchmark. Nays: None. Absent: Trustees Garvey and LeClere.

ADJOURN

Motion by Trustee Gilhooley, seconded by Trustee Evans to adjourn the Special Village Board Meeting of June 30, 2016 at 4:44 p.m. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Oberhauser and Ryan. Nays: None. Absent: Trustees Garvey and LeClere.

Theresa M. Coady Deputy Village Clerk Village of Brookfield

/tmc

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 07/11/2016 FOR THE PERIOD 06/28/2016 TO 07/11/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD -

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

****APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD****

Corporate Warrant # 07/11/2016 in the Total Amount of \$1,084,654.99

President		ge th goes
Chairman of Finance Con	nmittee	
Village Manager		
Village Clerk		

Corporate Warrant-07/11/2016

From Payment Date: 6/28/2016 - To Payment Date: 7/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	JC FUND CHEC	KING								
<u>Check</u> 19941	07/01/2016 Invoice	Open	Date	Description	Accounts Payable	Bonnell Industries Inc	Amount	\$78,683.00		
	0107500		07/01/2016		n stainless steel under t	tailgate spreader	\$78,683.00			
19942	07/01/2016	Open		•	Accounts Payable	Visa	,	\$6,287,07		
	Invoice	0,000	Date	Description	71000anis 7 ayabic	Visa	Amount	ψ0,201.01		
	2016-000004	44	06/30/2016	fire dept *2058	3		\$277.60			
	2016-000004		06/30/2016	dept of public			\$5,132.93			
	2016-000004	46	06/30/2016	CEDD accoun	rt *2025		\$876.54			
19943	07/07/2016	Open			Accounts Payable	A & M Parts Inc.		\$947.09		
	Invoice		Date	Description	-		Amount			
	577954		07/05/2016	fire extinguish			\$202.29			
	574924		07/05/2016	alligator clip	up, grime grubber, pock	et f-light,	\$22.64			
	384674		07/05/2016	oxygen senso			\$62.30			
	574073		07/05/2016	ceramic brake	lube		\$17.89			
	573770		07/05/2016	cap kit			\$4.88			
	577859 574309		07/05/2016 07/05/2016		rimp cut plier, sand pad , dispenser, antifreeze, r		\$78.83 \$393.54			
	576672		07/01/2016	38in pry bar			\$47.64			
	576587		07/01/2016	molding tape			\$8.18			
	576054		07/01/2016	magnet, vac p	oump oil		\$23.20			
	573041		07/01/2016	parts/supplies			\$80.80			
	575546		07/01/2016	toggle			\$4.90			
19944	07/07/2016	Open			Accounts Payable	Accurate Tank Technolog	ies	\$57,976.00		
	Invoice		Date	Description	<u>, </u>		Amount			
	6096		07/01/2016	installation of	fuel management syster	m	\$57,976.00			
19945	07/07/2016	Open			Accounts Payable	AICPA		\$255.00		
	Invoice		Date	Description	-		Amount			
	2016-17		07/05/2016	2016-2017 du	es		\$255.00			
19946	07/07/2016	Open			Accounts Payable	Air One Equipment, Inc.		\$520.00		
	Invoice		Date	Description			Amount			
	113569		07/01/2016	msa factory			\$520.00			
19947	07/07/2016	Open			Accounts Payable	American Fidelity Assurar	nce	\$1,938.94		
	Invoice		Date	Description	<u> </u>		Amount			
	B481226		07/05/2016	INSURANCE			\$1,938.94			
19948	07/07/2016	Open			Accounts Payable	Area Sales & Service		\$327.50		
	Invoice		Date	Description			Amount			
	3548		07/05/2016	repair tire mad	chine		\$327.50			
19949	07/07/2016	Open			Accounts Payable	AT&T		\$3,202,71		
	Invoice	•	Date	Description	,		Amount	•		
	2016-000004		07/01/2016	708-Z14-0030			\$336.13			
	2016-000004		07/01/2016	708-Z14-0019			\$336.13			
	2016-000004		07/01/2016	708-Z14-0033			\$336.13			
	2016-000004	62	07/01/2016	708-Z14-0045	5 566 0		\$2,194.32			
										

Pages: 1 of 11

Thursday, July 07, 2016

Corporate Warrant-07/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19950	07/07/2016	Open			Accounts Payable	Avalon Petroleum Co.	\$2,822.93		
	Invoice	***	Date	Description		Amount			
	2822.93		07/01/2016	low sulfur dies	el	\$2,822.93			
19951	07/07/2016	Open			Accounts Payable	Battery Service Corp	\$177.67		
	Invoice		Date	Description		Amount			
	0013166		07/05/2016	12v t. b. & die:	sel severe-duty	\$177.67			
19952	07/07/2016	Open			Accounts Payable	Berland's House of Tools	\$452.98		
	Invoice	-	Date	Description	·	Amount			
	06142016		07/01/2016	metal strainer,	, water pump	\$452.98			
19953	07/07/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	\$37.00		
	Invoice		Date	Description	•	Amount			
	1313		07/05/2016	June eSuite tr	ansactions	\$37.00			
19954	07/07/2016	Open			Accounts Payable	Car Reflections	\$265.00		
	Invoice		Date	Description		Amount	, , , , , , , , , , , , , , , , , , , ,		
	16-210		07/01/2016	letter and strip	e EXPLORER	\$265.00			
19955	07/07/2016	Open			Accounts Payable	Case Lots, Inc.	\$767.85		
	Invoice		Date	Description	- · · · · · · · · · · · · · · · · · · ·	Amount	******		
	013991		07/05/2016	toilet tissue, fa	abuloso, boardwalk box s	oap, supershine \$640.10			
4	013992		07/05/2016		aper towels, fabuloso	\$127.75			
19956	07/07/2016	Open			Accounts Payable	Chicago Contractor's Supply	\$1,466.59		
	Invoice	•	Date	Description	•	Amount			
	11652186		07/01/2016	edger hand, e		\$75.05			
	11652868		07/01/2016	dowel bar, reb	oar, adhesive	\$1,391.54			
19957	07/07/2016	Open			Accounts Payable	Cintas Corp	\$312.06		
	Invoice		Date	Description		Amount		•	
	5005383834		07/01/2016	first aid suppli		\$104.35			
	5005019040		07/01/2016	first aid suppli	es	\$207.71			
19958	07/07/2016	Open			Accounts Payable	Ciorba Group	\$14,092.20		
	Invoice		Date	Description		Amount			
	22713		07/01/2016	Brookfield Ave	e over Salt Creek	\$14,092.20			
19959	07/07/2016	Open			Accounts Payable	Comcast	\$28.52		
	Invoice		Date	Description		Amount			
	2016-000004		07/01/2016		0009616 - cable at VH	\$10.55			
	2016-000004	58	07/01/2016	8771 20 167 (0016389 - cable at DPW	\$17.97			
19960	07/07/2016	Open			Accounts Payable	ComEd	\$112.99		
	Invoice		Date	Description		Amount			
	2016-000004	56	07/01/2016	3543076047 -	- svc @ 9001 Shields	\$112.99			
19961	07/07/2016	Open			Accounts Payable	EJ USA, Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	11016003127	7	07/01/2016	street materia	ils, manholes, structures,	CVR \$1,000.00			
19962	07/07/2016 Invoice	Open	Date	Description	Accounts Payable	Essential Equipment Solutions Amount	\$471.00		
	4248		07/01/2016	gear repair, cl	leaning	\$471.00			

Corporate Warrant-07/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
19963	07/07/2016	Open			Accounts Payable	Factory Motor Parts		\$616.48		- United Book
	Invoice		Date	Description	-	•	Amount			
	50-1355168		07/05/2016	rotor asy, kit b			\$179.45			
	50-1358120		07/05/2016		wear pad, fvp brake rotor		\$136.56			
	50-1355073		07/05/2016	kit-brake lining	j, brake rotor asy		\$204.09			
	50-y03719		07/01/2016	battery			(\$7.30)			
	50-1345010		07/01/2016	parts			\$103.68			
19964	07/07/2016	Open			Accounts Payable	First Student Inc.		\$408.00		
	Invoice	·	Date	Description		· ii ot otadoni ii o.	Amount	Ψ+00.00		
	183-c-066249		07/01/2016	summer camp	bus service		\$180.00			
	183-C-066250		07/01/2016	bus service su	ımmer camp		\$228.00			
19965	07/07/2016	Open			Accounts Payable	Groot Industries, Inc.	,	\$000.0 7		
,,,,,,	Invoice	Opon.	Date	Description	Accounts Fayable	Groot maastres, inc.	Amount	\$990.07		
	CR125481		07/01/2016	garbage			\$990.07			
40000		0	0170172010	garbage			\$99U.U7			
19966	07/07/2016	Open	D		Accounts Payable	Hoppe Construction		\$3,568.00		
	Invoice 8742	***************************************	Date 07/04/02/02	Description			Amount			
	0/42	•	07/01/2016	rebuild stone i Circle	piers and damaged maso	nry @ Veterans \$:	3,568.00			
19967	07/07/2016	Open			Accounts Payable	Illinois EPA		\$6,000.00		
	Invoice		Date	Description	·		Amount	45,000.00		
	062416		07/05/2016	FY2017 billing	CSO (>10,000 & <= 25,0	000 pop) \$	5,000.00			
	062416-2		07/05/2016	FY2017 billing	Stormwater MS4		1,000.00			
19968	07/07/2016	Open			Accounts Payable	Illinois Paper & Copier Co.		\$7,191.38		
	Invoice		Date	Description	7 toodania i dyabic	minois raper a copier co.	Amount	Ψ1,131.30		
	IN230192		07/01/2016	copies		\$	7,191.38			
19969	07/07/2016	Open			Assessed Barralla	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	****		
10000	Invoice	Орен	Date	Description	Accounts Payable	IRMA		\$243.00		
	ivc0009749		07/01/2016		iffic (Blaauw, Bretz, Janus	an Heletines	Amount			
	ivc0009731		07/01/2016	OSHA training	,	sz, Odstuerrj	\$153.00			
400-0		_	07/01/2010	OSI IA (raililli)	•		\$90.00			
19970	07/07/2016	Open			Accounts Payable	J & L Electronic Service, Inc.		\$782.50		
	Invoice	,	Date	Description			Amount			
	1000005		07/01/2016		g at base station and stat		\$472.50			
	1000006		07/01/2016	station 2 repai	irs for electronics		\$310.00			
19971	07/07/2016	Open			Accounts Payable	JCM Uniforms Inc.		\$158.85		
	Invoice		Date	Description	•		Amount	,		
	717257.1		07/01/2016	uniforms			\$158.85			
19972	07/07/2016	Open			Accounts Payable	K-Five Hodgkins LLC		\$1,436.80		
	Invoice		Date	Description	Accounts rayable	ICH IVE HOUGKINS ELEC	Amount	\$1,430.00		
	644MB		07/05/2016	6 wheeler dun	מח		\$100,00			
	732MB		07/05/2016	bc sc n50 d re			\$46.25			
	592MB		07/01/2016	6 wheeler dun			\$700.00			
	578MB		07/01/2016	6 wheeler dun	•		\$200.00			
	624MB		07/01/2016	6 wheeler dun			\$390.55			
			4	3 111100101 44 11			4030.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
19973	07/07/2016	Open			Accounts Payable	Kara Co Inc.		\$290.42		
	Invoice		Date	Description	•		Amount			
	319808		07/05/2016		survey marking, prem l	ath mixed hard	\$239.70			
	040744			wood blend						
	319741		07/05/2016	barricade tape			\$50.72			
19974	07/07/2016	Open			Accounts Payable	Kids First Sports Safety Inc.		\$191.88		
	Invoice		Date	Description		·	Amount			
	062915		07/05/2016	soccer camp			\$191.88			
19975	07/07/2016	Open			Accounts Payable	Kieft Bros Inc.		\$1,362.12		
	Invoice		Date	Description	•		Amount	, . ,		
	218837		07/05/2016	rubber gasket,	rubber repair coupling	\$	1,362.12			
19976	07/07/2016	Open			Accounts Payable	L-K Fire Extinguisher Service		\$84.50		
	Invoice		Date	Description	7.000a ayaa	2 IV II D EXAMINED CONTINUE	Amount	VO-1.00		
	67960		07/01/2016		er maintenance		\$84.50			
19977	07/07/2016	Open		ŭ	Accounts Payable	LA Fasteners Inc.		607.00		
10071	Invoice	Орен	Date	Description	Accounts Fayable	LA Fasieriers inc.	Amount	\$97.36		
•	1-100655		07/01/2016	aeroquip	NW		\$56.43			
	1-100302		07/01/2016	repair parts			\$40.93			
19978	07/07/2016	Open			Asserta Davabla	Lawrence Decelurate June	V 10.00	0007.45	v.	
10570	Invoice	Ореп	Date	Description	Accounts Payable	Lawson Products, Inc.	Amount	\$627.45		
	9304169145		07/05/2016		e, tefseal pipe sealant, p	pryhar	Amount \$627.45			
			***************************************	reamer/drill se		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4027.40			
19979	07/07/2016	Open			Accounts Payable	Lehigh Hanson		\$409.20		
	Invoice		Date	Description	•	-	Amount	,		
	5569056		07/05/2016	016ca07 bed/b	oackfill		\$293.91			
	5568135		07/01/2016	3"stone			\$115.29			
19980	07/07/2016	Open			Accounts Payable	Lenartson, Ann		\$92.00		
	Invoice		Date	Description	•		Amount	•		
	063016		07/05/2016	dance classes			\$92.00			
19981	07/07/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.		\$438.75		
	Invoice	•	Date	Description		arone i locality at acounty into	Amount	Ψ100.1G		
	s22593		07/01/2016	service call			\$438.75			
19982	07/07/2016	Open			Accounts Payable	Madison National Life Insuran	00 C0	\$735.09		
	Invoice	Фро	Date	Description	Accounts rayable	Madison National Life Insulan	Amount	\$730.03		
	2016-000004	55	07/01/2016	ins adm fees		-	\$735.09			
19983	07/07/2016	Open			Accounts Payable		47 00.00	#0 000 F0		
13303	Invoice	Орен	Date	Description	Accounts Payable	Martin Implement	A	\$2,082.56		
	p00499		07/01/2016	motor, coil, as	nhalf	9:	Amount 2,082.56			
19984	07/07/2016	0	V				2,002.00			
13304	Invoice	Open	Date	Dagadatian	Accounts Payable	Menards	A	\$1,070.23		
	38953		07/05/2016	Description	spf, auger bit, screw bit	7" causes	Amount \$233.30			
	00000		0110012010	2x0-14 #2&DU	opr, auger bit, screw bit	, r square,	ಫ∠ಎಎ. ೨U			
	38795		07/05/2016	•	ly coupling, black nipple		\$66.63			
	38444		07/01/2016	tools, parts			\$355.70			
	38321		07/01/2016	earpads, glove	es		\$25.95			
	38486		07/01/2016	parts and supp			\$80.39			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date Source	Payee Name	Transaction Amount	Reconciled Amount Dif	fference
	37392		07/01/2016	tools, parts	\$90.87			
	37521		07/01/2016	brass hose, coupling	\$7.94			
	37618		07/01/2016	parts, tools	\$136.47			
	37662		07/01/2016	poly clear	\$72.98			
19985	07/07/2016	Open		Accounts Payable	e Midwest Orthopaedics at Rush	\$160.00		
	Invoice		Date	Description	Amount	***************************************		
	11522		07/01/2016	employment testing	\$160.00			
19986	07/07/2016	Open		Accounts Payable	e Muellermist Irrigation Co.	\$817.84		
	Invoice	G P G	Date	Description	Amount	φοι7,04		
	135150		07/01/2016	sprinklers, mist heads, labor	\$817.84			
19987	07/07/2016	0		• • • • • • • • • • • • • • • • • • • •	·			
19901	Invoice	Open	Data	Accounts Payable	•	\$184.00		
	072016	-	Date 07/01/2016	Description	Amount			
			07/01/2016	insurance	\$184.00			
19988	07/07/2016	Open		Accounts Payable	Nutoys Leisure Products	\$903.60		
	Invoice		Date	Description	Amount			
	44494		07/01/2016	recreation equipment	\$903.60			
19989	07/07/2016	Open		Accounts Payable	e O'Leary's Contractors Equipment &	\$5,865.13	\$ 1	
				•	Supply, Inc	***************************************		
	Invoice		Date	Description	Amount			
	179542	•	07/05/2016	shank ths, caution tape, nail 16 do	uble head, polyseal, \$519.52			-
				release				
	174905		07/05/2016	loader combo/backhoe	\$3,470.00			
	179877		07/05/2016	void c177624	(\$3,100.00)			
	177 444		07/01/2016	street materials, other	\$958.61		•	
	178019		07/01/2016	edgersstreet materials-other	\$52.00			
	177848		07/01/2016	saw walk diesel, trailer dump drop				
	178687		07/01/2016	drill slab rider	\$2,110.00			
19990	07/07/2016	Open		Accounts Payable	e Patten Industries, Inc.	\$1,488.61		
	Invoice		Date	Description	Amount	**,		
	TM500367174		07/05/2016	equipment repairs	\$884.34			
	p50C0951832		07/01/2016	seal o ring, indicator AS	\$26.32			
	p50C0952794		07/01/2016	solenoid	\$571.37			
	p50c0952038		07/01/2016	parts and supplies	\$6.58			
19991	07/07/2016	Open		Accounts Payable	e Physio-Control, Inc.	\$200.10		
	Invoice		Date	Description	Amount	Ψ200,10		
	416125790		07/01/2016	fire equipment maint	\$200.10			
19992	07/07/2016	Open		• •	·	0470 47		
10002	Invoice	Open	Date	Accounts Payabl Description	•	\$170.17		
	A-209765		07/05/2016	svc at ehlert park	Amount \$170.17			
40000		_	07100/2010	•				
19993	07/07/2016	Open		Accounts Payabl	e Priority Print	\$96.70		
	Invoice		Date	Description	Amount			
	20161258		07/05/2016	payroll record sheets	\$96.70			
19994	07/07/2016	Open		Accounts Payabl	e Reliable Materials Lyons LLC	\$1,209,76		
	Invoice		Date	Description	Amount	4 - 1		
	68932		07/01/2016	garbage/recycling	\$46.93			
	68931		07/01/2016	garbage/recycling	\$49.47			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	71499		07/01/2016	garbage/recycl	ing		\$47.78			
	71166		07/01/2016	garbage/recycl	ing		\$310.60			
	71498		07/01/2016	garbage/recycl	ing		\$107,00			
	71165		07/01/2016	garbage/recycl	ing		\$107.00			
	70835		07/01/2016	garbage/recycl	ing		\$154.91			
	70151		07/01/2016	garbage/recycl	ing		\$50.64			
	70478		07/01/2016	garbage/recycl	ing		\$228.43			
	70150		07/01/2016	garbage/recycl	ing		\$107.00			
19995	07/07/2016	Open			Accounts Payable	Runnion Equipment Compar	ıy	\$94.24		
	Invoice		Date	Description			Amount			
	136792		07/01/2016	hoses, swivel,	fitting		\$94.24			
19996	07/07/2016	Open			Accounts Payable	Sam's Club		\$181.62		
-	Invoice	•	Date	Description	, , , , , , , , , , , , , , , , , , ,		Amount	4.002		
	008842		07/05/2016	creamer			\$9.88			
	009762		07/05/2016	classic roast, h	alf and half, disinfecting	g wipes, kleenex	\$124.06			
	009761		07/05/2016		es, febreeze, kleenex,		\$47,68			
19997	07/07/2016	Open			Accounts Payable	SEASPAR	7 1	\$30,776,00		
19991	Invoice	Open	Date	Description	Accounts Fayable	SEASPAR	Amount	\$30,776.00		
	fy16-17		07/01/2016		bution FY16/17 first ins	tallment 9	Amount 30,776.00			
40000	•		0170172010	member contra		·	,			
19998	07/07/2016	Open	Data	D i ti	Accounts Payable	Sentinel Emergency Solution		\$262.19		-
	Invoice		Date Date	Description	,		Amount	•		
	42421		07/01/2016	pirb relay boar			\$176.03			
	42325		07/01/2016	relay, paddle la	atch gasket		\$86.16			
19999	07/07/2016	Ореп			Accounts Payable	Special T Unlimited		\$920.00		
	Invoice		Date	Description			Amount			
	19185		07/01/2016	SAFETY T CL	ASS 3		\$504.00			
	18688		07/01/2016	SAFETY T'S			\$416.00			
20000	07/07/2016	Open			Accounts Payable	Staples Advantage		\$65.14		
	Invoice	G p0	Date	Description	Accounts a ayabic	Otapies Advantage	Amount	φ05.14		
	3304816315		07/01/2016	SHARPIES, PI	ENS		\$65.14			
00004		0	0770112010	Orbital ICO, II			Ψ00.1 4			
20001	07/07/2016	Open	D-4-		Accounts Payable	Swank Motion Pictures Inc.		\$262.00		
	Invoice RG2192078		Date	Description	B B 66	·	Amount			
			07/01/2016	WS DVD Fem	s Bueller's Day Off		\$262.00			
20002	07/07/2016	Open			Accounts Payable	Third Millennium Associates	, Inc	\$1,581.85		
	Invoice		Date	Description			Amount			
	19592		07/01/2016	MB financial lo	ckbox April 2016		\$817.00			
	19627		07/05/2016	May 2016 lock	box charges		\$764.85			
20003	07/07/2016	Open			Accounts Payable	Traffic Control & Protection		\$12,879.90		
	Invoice		Date	Description	/ locounte / dydolo	Traine Condet a Frederich	Amount	V12,010.00		
	86780		07/01/2016	14ea			\$2,709.00			
	86808		07/01/2016	sign materials			\$2,549.80			
	86828		07/01/2016	sign materials			\$2,879.00			
	86815		07/01/2016	signs/materials	2		\$2,060.00			
	86847		07/01/2016	signs/materials			\$1,482.50			
	86883		07/01/2016	signs/materials			\$723.60			
	86866		07/01/2016	signs/materials			\$123.60 \$476.00			
	30000		07/01/2010	SIGNSMIARENTAR	•		φ 4 70.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
20004	07/07/2016	Open			Accounts Payable	Treasurer, State of Illinois		\$96,610.75		
	Invoice		Date	Description			Amount			
	109888		07/05/2016	shields ave rep	pairs		\$96,610.75			
20005	07/07/2016	Open			Accounts Payable	Unifirst Corporation		\$831.69		
	Invoice	•	Date	Description	, , , , , , , , , , , , , , , , , , ,		Amount	Ψ001.00		
	0811122763		07/01/2016	uniform cleani	ng		\$154,47			
	0811121186		07/01/2016	uniform cleanii	•		\$154.47			
	0610980054		07/01/2016	mat services	•		\$119.85			
	0610981329		07/01/2016	mat services			\$119.85			
	0610980055		07/01/2016	mat service			\$28.25			
	0610981330		07/01/2016	mat service			\$28.25			
	0610981328		07/01/2016	mat service			\$26.15			
	0610980053		07/01/2016	mat service			\$26.15			
	061 0982543		07/05/2016	Village Hall Ma	ats		\$119.85			
	061 0982544		07/05/2016	Metra Station	Mats		\$28.25			
	061 0982542		07/05/2016	Public Works I	Mats		\$26.15			
20006	07/07/2016	Open			Accounts Payable	USA Bluebook		\$70.36		
	Invoice		Date	Description	Accounts Layable	COA BIGEBOOK	Amount	\$10.50		
	973844	WWW.A.L.	07/01/2016	swivel adaptor			\$70.36			
20007		0	0.70112010	ownor adaptor			,		* *	
20007	07/07/2016	Open			Accounts Payable	Warehouse Direct Workpla	ice	\$93.88		
	Invoice		Date	Description		Solutions			•	
	3104410-0		07/01/2016				Amount			ē
	3102742-0		07/01/2016	jacket files office supplies			\$26.70		_	
	3107223-0		07/05/2016	adding machin			\$20.49		7	
		_	07/03/2010	adding macini	• •		\$46.69		•	
20008	07/07/2016	Open			Accounts Payable	Wednesday Journal		\$928.00		
	Invoice		Date	Description			Amount			
	06222016		07/01/2016	prevailing wag			\$448.00			
	062916		07/05/2016	acct #031500-	00000, tresurers report		\$480.00			
20009	07/07/2016	Open			Accounts Payable	Welsch Ready Mix, Inc		\$6,180.10		
	Invoice		Date	Description	•	, , , , , , , , , , , , , , , , , , ,	Amount	* -,		
	135458		07/01/2016	street material	s		\$1,061.23			
	135800		07/05/2016	71pcc100w			\$1,061.23			
	135869		07/05/2016	71pcc100w			\$936.38			
	135939		07/05/2016	71pcc100w			\$1,061.23			
	135635		07/05/2016	71pcc100w			\$2,060.03			
20010	07/07/2016	Open			Accounts Payable	Wentworth Tire Service		\$1,136,37		
	Invoice		Date	Description	noodanio i ayabic	venuorai riie cervice	Amount	Ψ1,130.37		
	40001045	****	07/05/2016	tires			\$1,136.37			
20011	07/07/2016	Open			Assessments Describes)06-45-14 F4	\$ 1,100.0	****		
20011	Invoice	Open	Date	Danasiation.	Accounts Payable	Westfield Ford	A 4	\$24.80		
	612255	ww	07/01/2016	Description windshield wa	sh ist		Amount \$24.80			
		_	07/01/2010	windshield wa	=		\$24.80			
20012	07/07/2016	Open			Accounts Payable	Wholesale Direct Inc.		\$1,823.10		
	Invoice		Date	Description			Amount			
	000221493		07/01/2016	jack drop leg			\$109.28			
	000221479		07/01/2016	parts and supp	olies		\$542.22			
	000221751		07/05/2016	lightbar led			\$1,171.60			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
20013	07/07/2016	Open			Accounts Payable	Wilrae Inc.		\$528.55		
	Invoice		Date	Description	-		Amount			
	199494		07/05/2016	squad car rep	airs		\$528.55			
20014	07/07/2016	Open			Accounts Payable	Zimmerman, Ryan		\$120.00		
	Invoice		Date	Description	, , , , , , , , , , , , , , , , , , ,		Amount	V.20.00		
	1009		07/05/2016	weather by re-	quest summer weather	payment	\$120.00			
20015	07/07/2016	Open			Accounts Payable	Udstuen, Michael		\$23.00		
	Invoice	•	Date	Description	7 toodanto i ayabic	oddiadii, imaladi	Amount	Ψ25.00		
	062116		07/05/2016	parking at sen	ninar		\$23.00			
20016	07/07/2016	Open			Accounts Payable	Danbee Plumbing Compan	•	\$1,300.00		
	Invoice	Opc	Date	Description	Accounts Fayable	Danbee Fluitibility Compan	Amount	\$1,300.00		
	1805		07/05/2016	RPZ tests			\$1,300,00			
20017	07/07/2016	Open			Accounts Pavable	Chinana Contra Contrato		****		
20011	Invoice	Орен	Date	Description	Accounts Payable	Chicago Cuatro Orchestra	Amount	\$900.00		
	051716		07/05/2016	park concert 8	/12/16		\$900.00			
20018	07/07/2016	Open		p		ZIOANTO IOURI	Ψ000.00			
20010	Invoice	Орел	Date	Description	Accounts Payable	ZIGANTO, JOHN	Amount	\$650.00		
	051716		07/05/2016	park concert (18/05/16		\$650.00			
20019	07/07/2016	Open		parit outlook o		Designation of the District of		*****		
20013	0770772010	Open			Accounts Payable	Brookfield/North Riverside Commission	vvater	\$306,551.70		2
	Invoice		Date	Description		Commission	Amount			
	070116		07/05/2016	June 2016 wa	ter	\$	306.551.70			
20020	07/07/2016	Open			Accounts Payable	SANTOW, BROCK	,	\$2,425.00		
	Invoice		Date	Description	/ toodunis / ayabic	Gration, Brook	Amount	\$2,425.00		·
	062916		07/05/2016		n reimbursement		\$2,425.00			
20021	07/07/2016	Open		_	Accounts Payable	Crown Trophy		\$329,90		
	Invoice		Date	Description	71000anto 1 ayabic	Grown Trophly	Amount	\$323.30		
	27835		07/05/2016	4th of July ribi	oons/plaques		\$329.90			
20022	07/07/2016	Open		,	Accounts Payable	Independent Remodeling	4-1-1-	64 000 00		
	Invoice	Open	Date	Description	Accounts Fayable	independent Remodeling	Amount	\$1,000.00		
	062916		07/05/2016		, 4161 eberly permit #2	015-00001056	\$1,000.00			
20023	07/07/2016	Open		•	Accounts Payable	Bhangare, Rahul	4.,000.00	\$75.00		
23323	Invoice	Opon	Date	Description	Accounts rayable	blialigale, Kaliul	Amount	\$15.00		
	062716		07/05/2016		sit for PZC case 16-02		\$75.00			
20024	07/07/2016	Open		· ·	Accounts Payable	Dubonetti, P	4.0.00	640.00		
	Invoice	Opo	Date	Description	Accounts I ayable	Duboneta, F	Amount	\$40.00		
	062916		07/05/2016	vehicle sticker	refund		\$40.00			
20025	07/07/2016	Open			Accounts Payable	Dziura, Michelle	+ ·	\$40.00		
	Invoice	-ps	Date	Description	Accounts Fayable	DZIGIA, WIGHEIIE	Amount	\$ 4 0.00		
	062916		07/05/2016	vehicle sticker	refund		\$40.00			
20026	07/07/2016	Open			Accounts Payable	Pusateri, A	Ψ.0.00	640.00		
LUCEU	Invoice	Орен	Date	Description	Accounts Payable	r usalen, A	Amount	\$40.00		
	062916		07/05/2016	vehicle sticker	refund		\$40.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
20027	07/07/2016	Open			Accounts Payable	Riverside Concrete Dump	ing	\$40.00	Pariodit	Difference
	Invoice		Date	Description		•	Amount			
	062716		07/05/2016	vehicle sticker	refund		\$40.00			
20028	07/07/2016	Open			Accounts Payable	Browne, Pat		\$75.00		
	Invoice		Date	Description	_	•	Amount	4		
	RT3999		07/05/2016	refund for bell	afit rock bottom		\$75.00			
20029	07/07/2016	Open			Accounts Payable	Butler, Brian		\$50.00		
	Invoice		Date	Description			Amount	400.00		
	RT4005		07/05/2016	picnic refund			\$50.00			
20030	07/07/2016	Open			Accounts Payable	Cervantes, Ana		\$50.00		
	Invoice	- ,	Date	Description	, lood and rayable	oci vanco, Ana	Amount	\$50.00		
	RT4004		07/05/2016	picnic refund			\$50.00			
20031	07/07/2016	Open		•	Accounts Payable	Gojdas, Sarah	400.00	¢ 50.00		
	Invoice	Opon	Date	Description	Accounts Fayable	Gujuas, Salali	Amount	\$50.00		
	RT3966		07/05/2016	picnic refund			\$50,00			
20032	07/07/2016	Open		p	Assessed Bounds	U and Base	υσ.υσφ			
20002	Invoice	Open	Date	Description	Accounts Payable	Hummel, Patti	A	\$80.00		
	RT3953		07/05/2016	refund for tae	lavon do		Amount \$80.00			
20033	07/07/2016	0	0770072010	relation to tae			\$60.00			
20033	Invoice	Open	Doto	Danasiakias	Accounts Payable	Longfield, Jennifer		\$730.00		
	RT3998		Date 07/05/2016	Description camp refund			Amount			
20024		_	0770372010	camp return			\$730.00			
20034	07/07/2016	Open	D-4-	5	Accounts Payable	Madonia, Edna		\$333.00		
	Invoice RT4000		Date 07/05/2016	Description			Amount			
		_	07/05/2016	camp refund			\$333.00			
20035	07/07/2016	Open	<u>.</u> .		Accounts Payable	Mikutis, Annie		\$120.00		
	Invoice		Date	Description			Amount			
	RT3996		07/05/2016	camp refund			\$120.00			
20036	07/07/2016	Open			Accounts Payable	Petronella, Anthony		\$50.00		
	Invoice		Date	Description		•	Amount			
	RT4003		07/05/2016	picnic refund			\$50.00			
20037	07/07/2016	Open			Accounts Payable	Power, Lisa		\$110.00		
	Invoice		Date	Description			Amount	•		
	RT4006		07/05/2016	picnic refund			\$110,00			
20038	07/07/2016	Open			Accounts Payable	Roman, Jeanette		\$187.00		
	Invoice		Date	Description		, , , , , , , , , , , , , , , , , , , ,	Amount	4.07.00		
	RT4008		07/05/2016	camp refund			\$187.00			
20039	07/07/2016	Open			Accounts Pavable	Salmon, Sue		\$110.00		
	Invoice	·	Date	Description		camon, cap	Amount	Ψ110.00		
	RT3965		07/05/2016	picnic refund			\$110.00			
20040	07/07/2016	Open		-	Accounts Payable	Textrum, Marissa	*	\$552.00		
	Invoice	+6411	Date	Description	Accounts a ayable	i CABUIII, Maiissa	Amount	\$352.00		
	RT4001		07/05/2016	camp refund			\$552.00			

Corporate Warrant-07/11/2016

From Payment Date: 6/28/2016 - To Payment Date: 7/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name		Transaction Amount	Reconciled Amount	Difference
20041	07/07/2016	Open			Accounts Pay	able	Woosley, Amanda		\$50.00		
	Invoice RT4007		Date 07/05/2016	Description picnic refund				Amount			
Type Check			07/03/2010	picnic retund	101 Transaction	nne		\$50.00	\$683,448.79		***************************************
<u>EFT</u> 412					TOT TRAINSACEN	J11.Q			\$003,440.79		
412	07/07/2016	Open			Accounts Paya	able	IMRF		\$55,702.85		
	Invoice	40	Date	Description				Amount			
	2016-000004		07/05/2016	employee/empl	loyer contributio	ns		\$55,702.85			
413	07/01/2016	Open	D.1	.	Accounts Paya	able	Village of Brookfield		\$12,299.90		
	Invoice 2016-000004	19	Date 07/01/2016	Description FICA/Medicare				Amount			
414	07/01/2016		07/01/2010	TicAvivieulcare				\$12,299.90			
414	Invoice	Open	Date	Description	Accounts Paya	able	Village of Brookfield	A	\$108.33		
	2016-000004	50	07/01/2016	SUI				Amount \$108.33			
415	07/01/2016	Open			Accounts Paya	nhio	Village of Brookfield	Ψ100.55	#222 00E 40		
	Invoice	Opon	Date	Description	Accounts Fay	anie	Village of brooklield	Amount	\$333,095.12		
	2016-000004	51	07/01/2016	salaries				\$333,095.12			
Type EFT T PFC - PUB	otals: LIC FUND CHEC	KING Totals			4 Transactions	6		· · ·	\$401,206.20		
				Checks	Status	Count	Tran	saction Amount	Red	conciled Amount	
					Open	101		\$683,448.79		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided Stopped	0		\$0.00 \$0.00		\$0.00	
					Total	101		\$683,448.79		\$0.00 \$0.00	
				EFTs	Status	Count	Tron	saction Amount	5		
				<u>Li 10</u>	Open	4		\$401,206.20	rec	conciled Amount \$0.00	
					Reconciled	ò		\$0.00		\$0.00	
					Voided	ō		\$0.00		\$0.00	
					Total	4		\$401,206.20		\$0.00	
				All	Status	Count	Tran	saction Amount	Red	conciled Amount	
					Open	105		\$1,084,654.99		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	

in the Administration

Corporate Warrant-07/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
Grand Tota	is:				Total	105	\$1,084,654.99		\$0.00	
				Checks	Status	Count	Transaction Amount	Reco	nciled Amount	
				•	Open	101	\$683,448.79		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	\$0.00		\$0.00	
					Stopped	0	\$0,00		\$0.00	
					Total	101	\$683,448.79		\$0.00	
				<u>EFTs</u>	Status	Count	Transaction Amount	Reco	nciled Amount	
					Open	4	\$401,206.20		\$0.00	
					Reconciled	0	\$0.00		\$0.00	*
					Voided	0	\$0.00		\$0.00	
					Total	4	\$401,206.20		\$0.00	
				All	Status	Count	Transaction Amount	Reco	nciled Amount	
					Open	105	\$1,084,654.99		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	\$0.00		\$0.00	
		**			Stopped	0	\$0.00		\$0.00	•
					Total	105	\$1,084,654.99		\$0.00	

ORDINANCE NUMBER 2016-31

AN ORDINANCE AUTHORIZING AND APPROVING THE APPOINTMENT OF A NEW REMARKETING AGENT FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS ADJUSTABLE RATE DEMAND REVENUE BONDS, BROOKFIELD ZOO PROJECT, SERIES 2008, AUTHORIZING OR APPROVING THE EXECUTION AND DELIVERY OF ANY NECESSARY DOCUMENTS TO EFFECT SUCH APPOINTMENT; AND AUTHORIZING CERTAIN RELATED MATTERS

WHEREAS, on June 18, 2008, the Village of Brookfield, Cook County, Illinois (the "Issuer") issued its Adjustable Rate Demand Revenue Bonds, Brookfield Zoo Project, Series 2008 in the original aggregate principal amount of \$39,850,000 (the "Series 2008 Bonds"), pursuant to the terms of a Trust Indenture dated as of June 1, 2008 between the Issuer and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee;

WHEREAS, the proceeds from the sale of the Series 2008 Bonds were loaned to The Chicago Zoological Society, an Illinois not for profit corporation (the "Corporation"), pursuant to the Loan Agreement dated as of June 1, 2008 between the Issuer and the Corporation (the "Series 2008 Loan Agreement); and

WHEREAS, the Corporation applied the Series 2008 Bond proceeds to, among other things, finance the acquisition, construction, renovation, improvement, remodeling and equipping of certain of its facilities, including The Great Bear Wilderness exhibit; and

WHEREAS, the Series 2008 Bonds bear interest at variable rates of interest established from time to time by the remarketing agent for the Series 2008 Bonds (the "Remarketing Agent") in accordance with the Series 2008 Indenture; and

WHEREAS, the Series 2008 Bonds are subject to mandatory and optional tender for purchase, all as more fully described in the Indenture; and

WHEREAS, upon the mandatory or optional tender for purchase of any of the Series 2008 Bonds, the Remarketing Agent agrees to use its best efforts to remarket such Series 2008 Bonds to new bondholders; and

WHEREAS, since the date of issuance of the Series 2008 Bonds, The Northern Trust Company ("Northern Trust") has served as the Remarketing Agent for the Series 2008 Bonds; and

WHEREAS, Northern Trust has informed the Corporation that it is ceasing its remarketing agent activities for the Series 2008 Bonds and all other similar obligations; and

WHEREAS, the Corporation desires to appoint U.S. Bancorp Investments, Inc. ("USBIP") and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association ("U.S.

Bank" and together with USBII, "U.S. Bancorp") as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust; and

WHEREAS, under the terms of the Series 2008 Indenture, the Issuer needs to consent to the appointment of U.S. Bancorp; and

WHEREAS, U.S. Bancorp satisfies the qualifications for a Remarketing Agent under the Series 2008 Indenture; and

WHEREAS, the President and the Board of Trustees of the Village (the "Board") finds and determines that it is desirable and in the best interests of the Issuer to authorize, approve and consent to the appoint of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust and to authorize and approve the execution and delivery of any and all necessary or appropriate documentation to effect the foregoing;

Now, Therefore, Be It Ordained by the President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

- Section 1. That the President and the Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.
- Section 2. That the Issuer hereby authorizes, approves and consents to the appoint of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust.
- Section 3. That the Issuer hereby approves the execution and delivery by the Corporation and U.S. Bancorp of a new Remarketing Agreement, providing for the appointment of U.S. Bancorp as the new Remarketing Agent; such new Remarketing Agreement shall be in such form as is approved by the Corporation and the new Remarketing Agent.
- Section 4. That the President, the Village Clerk, the Village Treasurer and any other official, employee or agent of the Issuer be, and each of them hereby is, authorized and directed to execute, attest, seal and deliver any and all agreements, instruments, documents and certificates, to do any and all things deemed necessary to effect the appointment of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds and the execution and delivery of such agreements, instruments, documents and certificates, and to perform the obligations and duties of the Issuer hereunder and thereunder, all as shall be necessary and desirable to carry out the intent and purposes of this Ordinance, including the preambles to this Ordinance.
- Section 5. That all acts of the President, the Board and the officers, officials, agents and employees of the Issuer that are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

- Section 6. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this Ordinance.
- Section 7. That a full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the President and the Board.
- Section 8. That all ordinances, resolutions, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict; and that this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES:	
NAYS:	
ABSENT OR NOT VOTING:	
Adopted: July 11, 2016	
•	Approved: July 11, 2016
	D '1 4 Y'11 CD 16'.11
	President, Village of Brookfield, Cook County, Illinois
Published in pamphlet form by authorit 2016.	ty of the President and Board of Trustees on July 11,
Attest:	
Village Clerk, Village of Brookfield, Cook County, Illinois	

Trustee	moved and Trustee
seconded the motion that said	ordinance as presented be adopted.
After a full discussion	thereof, the President directed that the roll be called for a vote upon
the motion to adopt the ordina	ance.
Upon the roll being ca	alled, the following Trustees voted "AYE":
; the foll	owing Trustees voted "NAY":; and the following Trustees
were absent or not voting:	•
Whereupon the President	dent declared the motion carried and the ordinance adopted, and
henceforth did approve and s	sign the same in open meeting, and did direct the Village Clerk to
record the same in full in the	e records of the President and Board of Trustees of the Village of
Brookfield, Cook County, Illi	nois, which was done.
	* * *
	(Other Business)
Upon motion duly ma	de and seconded, the meeting adjourned.
	Village Clerk
[SEAL]	

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, Brigid Weber, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Issuer"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Issuer and the President and Board of Trustees of the Issuer (the "Board").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 11th day of July, 2016, insofar as the same relates to the adoption of Ordinance Number 2016-31 entitled:

AN ORDINANCE AUTHORIZING AND APPROVING THE APPOINTMENT OF A NEW REMARKETING AGENT FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS ADJUSTABLE RATE DEMAND REVENUE BONDS, BROOKFIELD ZOO PROJECT, SERIES 2008, AUTHORIZING OR APPROVING THE EXECUTION AND DELIVERY OF ANY NECESSARY DOCUMENTS TO EFFECT SUCH APPOINTMENT; AND AUTHORIZING CERTAIN RELATED MATTERS

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the President and the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio and television stations and other news media requesting such notice on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 48 hours prior to such meeting; that the agenda for said meeting was posted at the principal office of the Board and at the location where said meeting was held at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended; and that the President and the Board complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting.

IN WITNESS WHEREOF, I hereunto affix my 11^{th} day of July, 2016.	official signature and the seal of the Issuer this
	Village Clerk
[SEAL]	
[VILLAGE CLERK TO ATTACH AGENDA]	

STATE OF ILLINOIS) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Brigid Weber, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Issuer"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Issuer and the President and Board of Trustees of the Issuer (the "Board").

I do further certify that on the 11th day of July, 2016, there was published in pamphlet form, by authority of the Board, a true, correct and complete copy of Ordinance Number 2016-31 of the Issuer providing for the approval of (i) the appointment of U.S. Bancorp Investments, Inc. ("USBIP") and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association ("U.S. Bank" and together with USBII, "U.S. Bancorp") as the new Remarketing Agent for the Series 2008 Bonds and (ii) the execution and delivery of all necessary and appropriate documents to effect such amendments, and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located at 8820 Brookfield Avenue, Brookfield, Illinois 60513.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Issuer this 11th day of July, 2016.

	Village Clerk
[SEAL]	

ORDINANCE NO. 2016 -36

AN ORDINANCE TO APPROVE AND AUTHORIZE ZONING VARIATIONS TO THE PROPERTY COMMONLY KNOWN AS 3617 PRAIRIE AVENUE, BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 11TH DAY OF JULY 2016

Published in pamphlet form by authority of the corporate authorities of the Village of Brookfield, Illinois, the 11th day of July 2016

ORDINANCE NO. 2016 - 36

AN ORDINANCE TO APPROVE AND AUTHORIZE ZONING VARIATIONS TO THE PROPERTY COMMONLY KNOWN AS 3617 PRAIRIE AVENUE, BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, the petitioner, Momentum Holdings LLC, doing business as Momentum Development Group, the owner of the real estate commonly known as 3617 Prairie Avenue, Brookfield, Illinois ("Subject Property"), has filed a Zoning Variance Application requesting a variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois; to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven square feet (4,687 sq. ft.) in area; and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%);

WHEREAS, the Subject Property is presently zoned A-1 Single Family Residence
District and abuts property on north, south, east and west sides presently zoned A-1
Single Family Residence District;

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WHEREAS, after due public notice having been published in the *Riverside Brookfield Landmark* on June 8, 2016, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Zoning Variance Application on June 23, 2016, at 7:00 p.m. before the Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Zoning Variance Application materials, took sworn testimony and accepted evidence pertaining to the Zoning Variance Application for consideration of the requested zoning variation, and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission having duly considered the question of approval of the requested variation made findings of fact, found that the standards for the variations have been met and issued a written determination and recommendation that the property commonly known as 3617 Prairie Avenue, Brookfield, Illinois, be granted a variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum" residential lot size"; and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven square feet (4,687 sq. ft.) in area; and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of

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Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%), which is attached hereto as Exhibit "A"; and

WHEREAS, based on the evidence presented at the public hearing, the Planning and Zoning Commission made the following findings of fact:

- 1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself which prevent full use of the Subject Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the three twenty-five-foot (25') lots were planned at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are no adjacent lots that the applicant could acquire in order to create two conforming lots.
- 2. The hardship alleged as the basis for the variation is not self-imposed or selfcreated by the petitioner or by prior owners because the Subject Property as originally platted has not been altered, and the existing lot was purchased as is with limited width and street frontage. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The first two variations, lot width and minimum square footage, are the result of the lot itself containing inadequately sized parcels which do not allow efficient use of land or the full extent of use (as compared to other properties in close proximity to the Subject Property). It may be argued that the third hardship, building coverage, is self-imposed due to the desire to build two homes with 400 square foot detached garages instead of one singlefamily home. However, the majority of the additional building coverage is due to the detached garage and Section 62-17 (C)c of the Code of Ordinances of Brookfield, Illinois, indicates that had these garages been existing, they would have been allowed to be improved to meet on-site parking requirements without a variation. Therefore, staff understands the proposed project to include two out of three variations as not being self-created or self-imposed.
- 3. There is no other means other than the variations requested by which hardship can be avoided in order to permit a reasonable use of the Subject Property because the Subject Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore; the petitioner is unable to purchase or annex additional property to add to the Subject Property to make it compliant with the requirements of Section 62-12 entitled "Minimum residential lot size" and Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois. A reasonable use of the property would be single-family homes on lots smaller than those currently allowed by the code but that conform to the surrounding area. The surrounding area consists of a mix of single-family homes located on 50 foot lots, lots narrower than 50 feet in width, and multi-family homes as indicated in the June 23, 2016 Staff Report to the Planning and Zoning Commission.

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- 4. The variations sought will not have any negative effect on the supply of light and air to adjacent properties because the lots as proposed to be consolidated would be very similar to the width of the adjacent lots, and the proposed project conforms to the Village's side-yard setback, height, and green space requirements. Therefore, the proposed project would not impair the supply of light or air to adjacent properties.
- 5. The variations sought will increase the value of the property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher property values as a result of high-quality new construction homes to be built. It is possible that the proposed new and modern residential buildings would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block.
- 6. The variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home; whereas, the proposed project would result in two single-family homes. However, the potential increased congestion would not be unreasonable for several reasons. First, the walkability of the site would encourage modes of transportation that are not automobile-dependent. Second, the block east of the property is zoned B Multiple-Family Residential District and has a higher intensity of and density than the proposed project. Furthermore, the immediate surrounding area contains smaller lots, and there are legal non-conforming buildings that are duplexes and multiple-family units in the immediate surrounding area. On balance, the proposed project is consistent with the other homes in the block. Additionally, the proposed plot plan would provide alley access to the garages, which provides a greater pedestrian protection and safety along the sidewalk.
- 7. The variations are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the consolidated lots which is a permitted use in the A-1 Single Family Residential District.
- 8. Granting the variations will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted.
- 9. Granting the variations will not conflict with the 2020 Master Plan because the plan determines that the Subject Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that is appropriate for transit centers and that matches the character of the neighborhood.

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10. Granting the variations will not change the use of the property because the Subject Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

WHEREAS, the Planning and Zoning Commission determined that the following standards have been met and proved by the petitioner:

- 1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself, which prevents full use of the Subject Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
- 2. The hardship alleged as the basis for a variation is neither self-created nor self-imposed by the petitioner or his agent, nor by unauthorized and unpermitted acts of any prior owner;
- There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property;
- 4. The variations sought will not impair an adequate supply of light or air to adjacent property;
- 5. The variation sought will not unreasonably diminish the values of adjacent property;
- 6. The variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
- 7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois

WHEREAS, the physical limitations of the Subject Property present certain practical difficulties and particular hardships for the petitioner resulting from the application of the strict letter of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, to the Subject Property; all requisite conditions for the approval of the requested variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit

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the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in

width, the variation of the minimum residential lot area requirement of six thousand two

hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size"

and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of

Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of

four thousand six hundred eighty-seven square feet (4,687 sq. ft.) in area, and the

variation of the maximum building coverage requirement of thirty-five percent (35%) of

Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of

Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting

lots to be forty-four percent (44%) have been met by the petitioner; the standards for the

granting of the variation have been met and proved by the petitioner and it is in the best

interests of the Village that the zoning variation be approved, subject to the conditions set

forth in this ordinance.

NOW, THEREFORE, be it ordained by the Village President and the Board of

Trustees of the Village of Brookfield, Cook County, Illinois as follows:

The corporate authorities hereby incorporate the foregoing preamble

clauses into this ordinance and make the findings as hereinabove set forth.

The Subject Property is commonly known as 3617 Prairie Avenue, Section 2.

Brookfield, Illinois, and is legally described as follows:

Lots 39, 40 and 41 in Block 15 in Grossdale, a consolidation in the South East 1/4

of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian

in Cook County, Illinois.

Common Address: 3617 Prairie Avenue, Brookfield, Illinois

Permanent Index Numbers:

15·34-414-006-0000; 15-34-414-007-0000 and

15-34-414-008-0000.

Section 3. Based on the evidence presented at the public hearing, the corporate

authorities find that:

- 1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself which prevent full use of the Subject Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the three twenty-five foot (25') lots were planned at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are no adjacent lots that the applicant could acquire in order to create two conforming lots;
- 2. The hardship alleged as the basis for the variation is not self-imposed or selfcreated by the petitioner or by prior owners because the Subject Property as originally platted has not been altered, and the existing lot was purchased as-is with limited width and street frontage. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The first two variations, lot width and minimum square footage, are the result of the lot itself containing inadequately sized parcels which do not allow efficient use of land or the full extent of use (as compared to other properties in close proximity to the Subject Property). It may be argued that the third hardship, building coverage, is self-imposed due to the desire to build two homes with 400 square foot detached garages instead of one singlefamily home. However, the majority of the additional building coverage is due to the detached garage and Section 62-17 (C)c of the Code of Ordinances of Brookfield, Illinois, indicates that had these garages been existing, they would have been allowed to be improved to meet on-site parking requirements without a variation. Therefore, staff understands the proposed project to include two out of three variations as not being self-created or self-imposed;
- 3. There is no other means other than the variations requested by which hardship can be avoided in order to permit a reasonable use of the Subject Property because the Subject Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore; the petitioner is unable to purchase or annex additional property to add to the Subject Property to make it compliant with the requirements of Section 62-12 entitled "Minimum residential lot size" and Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois. A reasonable use of the property would be single-family homes on lots smaller than those currently allowed by the code but that conform to the surrounding area; the surrounding area consists of a mix of single-family homes located on 50 foot lots, lots narrower than 50 feet in width, and multi-family homes as indicated in the June 23, 2016 Staff Report to the Planning and Zoning Commission;
- 4. The variations sought will not have any negative effect on the supply of light and air to adjacent properties because the lots as proposed to be consolidated would be very similar to the width of the adjacent lots and the proposed project conforms to the Village's side yard setback, height, and green space requirements.

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Therefore, the proposed project would not impair the supply of light or air to adjacent properties;

- 5. The variations sought will increase the value of the property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher property values as a result of high-quality new construction homes to be built. It is possible that the proposed new and modern residential buildings would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block:
- 6. The variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home, whereas the proposed project would result in two single-family homes. However, the potential increased congestion would not be unreasonable, for several reasons. First, the walkability of the site would encourage modes of transportation that are not automobile dependent. Second, the block east of the property is zoned B Multiple-Family Residential District and has a higher intensity of and density than the proposed project. Furthermore, the immediate surrounding area contains smaller lots, and there are legal non-conforming buildings that are duplexes and multiple-family units in the immediate surrounding area. On balance, the proposed project is consistent with the other homes in the block. Additionally, the proposed plot plan would provide alley access to the garages, which provides a greater pedestrian protection and safety along the sidewalk;
- 7. The variations are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the consolidated lots which is a permitted use in the A-1 Single Family Residential District;
- 8. Granting the variations will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted;
- Granting the variations will not conflict with the 2020 Master Plan because the plan determines that the Subject Property be used for residential uses, and the proposed use is residential; additionally, the 2020 Master Plan encourages in-fill development that is appropriate for transit centers and that matches the character of the neighborhood;
- 10. Granting the variations will not change the use of the property because the Subject Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

Section 4. Based on the evidence presented at the public hearing, the corporate authorities find that the following standards have been met and proved by the petitioner:

- 1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself, which prevents full use of the Subject Property to the same extent other properties in close proximity within the same zoning district can be used;
- 2. The hardship alleged as the basis for a variation is neither self-created nor self-imposed by the petitioner or his agent, nor by unauthorized and unpermitted acts of any prior owner;
- 3. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property;
- 4. The variation sought will not impair an adequate supply of light or air to adjacent property;
- 5. The variation sought will not unreasonably diminish the values of adjacent property;
- 6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
- 7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois.

Section 5. The corporate authorities hereby approve a variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven

square feet (4,687 sq. ft.) in area, and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%) provided that the following condition is satisfied by the petitioner:

 That any improvement located on the lots created by the consolidation be a single-family dwelling or an accessary building, structure or use as permitted in the A-1 Single-Family Residential District pursuant to the provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of the Village of Brookfield, Illinois.

Section 6. Except as modified by the relief granted, all improvements to the Subject Property shall be constructed in compliance with all other provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, all setback and area requirements of the A-1 Single Family Residence District, and all other applicable provisions of the Code of Ordinances of Brookfield, Illinois. Additionally, the improvements by the owner of the Subject Property shall: (a) include a façade in which 70% or more of the surface area includes stone, brick and/or fiber cement board or other high-quality construction materials; (b) not include vinyl siding; and (c) construct stormwater detention proportional to the increase in building square footage relative to existing requirement (3,281 square feet). Said stormwater detention would be in addition to requirements of the 2015-xx Stormwater Ordinance.

<u>Section 7.</u> Subject to an extension of time's being granted by the corporate authorities, the variation granted herein must be exercised within six (6) months of the effective date of this ordinance. Upon the failure to exercise the variation granted herein within six (6) months of the effective date of this ordinance, the variations shall terminate

automatically unless extended by action of the Board of Trustees as provided in the

Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois.

Section 8. If any provisions or portion of this ordinance or its application to any

person, entity or property is held invalid, such invalidity shall not affect the application or

validity of any other provisions or portions of this ordinance; and, to that end, all provisions

and portions of this ordinance are declared to be severable.

Section 9. All exhibits attached to this ordinance are hereby incorporated herein

and made a part of the substance hereof.

Section 10: This ordinance shall be in full force and effect from and after its

passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 11th day of July 2016 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 11th day of July 2016.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and published in pamphlet form this 11th day of July 2016:

Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois

Exhibit "A"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission

To: President and Board of Trustees of the Village of Brookfield, Illinois

Re: PZC 16-02 Variances - 3617 Prairie Avenue, Brookfield, Illinois

Applicant: Momentum Holdings LLC doing business as Momentum Development

Group

Zoning Variance Application requesting a variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven square feet (4,687 sq. ft.) in area, and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%) for the property commonly known as 3617 Prairie Avenue, Brookfield, Illinois.

Due public notice was published in the *Riverside Brookfield Landmark* on June 8, 2016, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the petitioner's Zoning Variance Application on Thursday, June 23, 2016, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Zoning Variance Application materials, took sworn testimony and accepted evidence

pertaining to the Zoning Variance Application for consideration of the requested zoning variation; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of the zoning variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, vard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven square feet (4,687 sq. ft.) in area, and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%) for the property commonly known as 3617 Prairie Avenue, Brookfield, Illinois, based on the evidence presented at the public hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself which prevent full use of the Subject Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the three twenty-five foot (25') lots were planned at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are no adjacent lots that the applicant could acquire in order to create two conforming lots;

- 2. The hardship alleged as the basis for the variation is not self-imposed or selfcreated by the petitioner or by prior owners because the Subject Property as originally platted has not been altered, and the existing lot was purchased as-is with limited width and street frontage. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The first two variations, lot width and minimum square footage, are the result of lot itself containing inadequately sized parcels which do not allow efficient use of land or the full extent of use (as compared to other properties in close proximity to the Subject Property). It may be argued that the third hardship, building coverage, is self-imposed due to the desire to build two homes with 400 square foot detached garages instead of one singlefamily home. However, the majority of the additional building coverage is due to the detached garage, and Section 62-17 (C)c of the Code of Ordinances of Brookfield, Illinois, indicates that had these garages been existing, they would have been allowed to be improved to meet on-site parking requirements without a variation. Therefore, staff understands the proposed project to include two out of three variations as not being self-created or self-imposed;
- 3. There is no other means other than the variations requested by which hardship can be avoided in order to permit a reasonable use of the Subject Property because the Subject Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore; the petitioner is unable to purchase or annex additional property to add to the Subject Property to make it compliant with the requirements of Section 62-12 entitled "Minimum residential lot size" and Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois. A reasonable use of the property would be single-family homes on lots smaller than those currently allowed by the code, but that conform to the surrounding area;
- 4. The variations sought will not have any negative effect on the supply of light and air to adjacent properties because the lots as proposed to be consolidated would be very similar to the width of the adjacent lots, and the proposed project conforms to the Village's side yard setback, height, and green space requirements. Therefore, proposed project would not impair the supply of light or air to adjacent properties;
- 5. The variations sought will increase the value of the property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that, as adjacent properties would realize higher property values as a result of high-quality new construction homes. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block;
- 6. The variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home, whereas the proposed project would result in two single-family homes. However, the potential increased congestion would not

be unreasonable, for several reasons. First, the walkability of the site would encourage modes of transportation that are not automobile dependent. Second, the block east of the property is zoned B Multiple-Family Residential District and has a higher intensity of and density than the proposed project. Furthermore, the immediate surrounding area contains smaller lots, and there are legal non-conforming buildings that are duplexes and multiple-family units in the immediate surrounding area. On balance, the proposed project is consistent with the other homes in the block. Additionally, the proposed plot plan would provide alley access to the garages, which provides a greater pedestrian protection and safety along the sidewalk;

- 7. The variations are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the consolidated lots which is a permitted use in the A-1 Single Family Residential District;
- 8. Granting the variations will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted.
- 11. Granting the variations will not conflict with the 2020 Master Plan because the plan determines that the Subject Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that is appropriate for transit centers and that matches the character of the neighborhood.
- 9. Granting the variations will not change the use of the property because the Subject Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

WHEREAS, the following standards have been met and proved by the petitioner:

- 1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Subject Property itself, which prevents full use of the Subject Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
- 2. The hardship alleged as the basis for a variation is neither self-created nor self-imposed by the petitioner or his agent, nor by unauthorized and unpermitted acts of any prior owner;
- 3. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property;
- 4. The variations sought will not impair an adequate supply of light or air to adjacent property;

- 5. The variations sought will not unreasonably diminish the values of adjacent property;
- 6. The variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
- 7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois.

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested zoning variation of the minimum residential lot width requirement of fifty feet (50') of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of thirty-seven and 50/100ths feet (37.50') in width, a variation of the minimum residential lot area requirement of six thousand two hundred square feet (6,200 sq. ft.) of Section 62-12 entitled "Minimum residential lot size" and of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the consolidation of three lots into two lots of four thousand six hundred eighty-seven square feet (4.687 sq. ft.) in area, and a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the maximum building coverage on each of the two resulting lots to be forty-four percent (44%) for the property commonly known as 3617 Prairie Avenue, Brookfield, Illinois, provided that the following condition is satisfied by the petitioner:

1. That any improvement located on the lots created by the consolidation be a single-family dwelling or an accessary building, structure or use as permitted in the A-1 Single Family Residential District pursuant to the provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of the Village of Brookfield, Illinois.

Additionally, the Commission recommended approval with the following improvements to be made by the owner of the Subject Property: (a) include a façade in which 70% or more of the surface area includes stone, brick and/or fiber cement board or other high-quality construction materials; (b) not include vinyl siding; and (c) construct stormwater detention proportional to the increase in building square footage relative to existing requirement (3,281 square feet). Said stormwater detention would be in addition to requirements of the 2015-xx Stormwater Ordinance.

AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE TO PERMIT AUTOMOBILE SALES IN AN OUTDOOR LOT FOR THE PROPERTY LOCATED AT 9118 WEST 47TH STREET IN THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 11TH DAY OF JULY 2016

Published in pamphlet form by Authority of the Corporate Authorities of Brookfield, Illinois the 11th day of July 2016.

ORDINANCE NO. 2016 - 37

AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE TO PERMIT AUTOMOBILE SALES IN AN OUTDOOR LOT FOR THE PROPERTY LOCATED AT 9118 WEST 47TH STREET IN THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, the applicant, Willow Farm Properties, Inc., has filed a Special Use Application to permit automobile sales in an outdoor sales lot on the property which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Subject Property");

WHEREAS, the Subject Property is presently zoned I-1 General Light Industrial District and abuts property on north, south, east and west sides presently zoned I-1 General Light Industrial District.

WHEREAS, after due public notice having been published in the *Riverside Brookfield Landmark* on June 8, 2016, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Special Use Application on June 23, 2016, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Permit Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Permit Application for consideration of the requested special use, and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission, having duly considered the question of approval of the special use to permit automobile sales in an outdoor sales lot, has caused a written report of its determination and recommendation approving the

special use to permit automobile sales in an outdoor sales lot on the Subject Property to be submitted to the President and Board of Trustees (the "Corporate Authorities") of the Village of Brookfield, Illinois (the "Village") and which is attached hereto as Exhibit "B";

WHEREAS, based on the evidence presented at the hearing, the Village of Brookfield Planning and Zoning Commission made the following findings of fact, which are summarized as follows:

- 1. Willow Farm Properties, Inc. has owned the Subject Property since the 1950s. It operates the Subject Property for a car detailing business. It also rents parking spaces to truck drivers. There is also an online hardware sales store on the Subject Property. In total, there are 26 painted parking spaces on the Subject Property with additional room for parking that is not painted.
- 2. The Subject Property is located in the I-1 General Light Industrial District. Section 62-128 entitled "Permitted and Special Uses" of the Code of Ordinances of Brookfield, Illinois, provides that Automobile sales (outdoor sales lot) is a special use in an I-1 General Light Industrial District. Therefore, the proposed use of the Subject Property for automobile sales in an outdoor sales lot is a permissible use to be considered to be permitted as a special use in the I-1 General Light Industrial District.
- 3. The proposed special use at the Subject Property to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole because the proposed special use at this location would provide for the general welfare of the industrial zoning district by generating a new source of economic activity. According to the 2020 Master Plan, properties fronting 47th Street west of Plainfield Road should consist of light industrial and commercial service uses, including auto-oriented services.
- 4. After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested automobile sales in an outdoor sales lot as a "use of right" and which may be more appropriate, no site was identified which would permit automobile sales in an outdoor sales lot as a "use of right" which was more appropriate because automobile sales in an outdoor sales lot are only permitted by right in the C-1 General Commercial zoning district. However, automobile repair is not permitted in that zoning district under any circumstances. For Detail Unlimited to maintain its detailing business while adding this special use, there are no other zoning districts or locations where this would be more appropriate.

5. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use other than those associated with the requested special use permit.

WHEREAS, the Village of Brookfield Planning and Zoning Commission determined that the following standards have been met and proved by the applicant:

- The proposed special use to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole;
- After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested outdoor sales lot as a "use of right" and which may be more appropriate, no site would permit the outdoor sales lot as a "use of right" which was more appropriate;
- 3. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use other than those associated with the requested special use permit.

WHEREAS, in accordance with the aforesaid laws and ordinances, the Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit automobile sales in an outdoor sales lot on the Subject Property;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

<u>Section 1</u>. Recitals. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

<u>Section 2</u>. Findings – Special Use. Based on the evidence presented at the hearing, the corporate authorities find that regarding the special use that:

- 1. Willow Farm Properties, Inc. has owned the Subject Property since 1950s. It operates the Subject Property for a car detailing business. It also rents parking spaces to truck drivers. There is also an online hardware sales store on the Subject Property. In total, there are 26 painted parking spaces on the Subject Property with additional room for parking that is not painted.
- 2. The Subject Property is located in the I-1 General Light Industrial District. Section 62-128 entitled "Permitted and Special Uses" of the Code of Ordinances of Brookfield, Illinois, provides that Automobile sales (outdoor sales lot) is a special use in an I-1 General Light Industrial District. Therefore, the proposed use of the Subject Property for automobile sales in an outdoor sales lot is a permissible use to be considered to be permitted as a special use in the I-1 General Light Industrial District.
- 3. The proposed special use at the Subject Property to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole because the proposed special use at this location would provide for the general welfare of the industrial zoning district by generating a new source of economic activity. According to the 2020 Master Plan, properties fronting 47th Street west of Plainfield Road should consist of light industrial and commercial service uses, including auto-oriented services.
- 4. After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested automobile sales in an outdoor sales lot as a "use of right" and which may be more appropriate, no site was identified which would permit automobile sales in an outdoor lot as a "use of right" which was more appropriate, because automobile sales in an outdoor sales lot are only permitted by right in the C-1 General Commercial zoning district. However, automobile repair is not permitted in that zoning district under any circumstances. For Detail Unlimited to maintain its detailing business while adding this special use, there are no other zoning districts or locations where this would be more appropriate.

- 5. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use other than those associated with the requested special use permit.
- 6. All requisite conditions for the approval of the requested special use to permit automobile sales in an outdoor sales lot on the Subject Property have been met by the applicant;
- 7. The standards for the granting of the special use have been met and proved by the applicant; and
- 8. It is in the best interests of the Village that the special use be approved to permit automobile sales in an outdoor sales lot, subject to the conditions set forth in this ordinance.

<u>Section 3.</u> Compliance with Standards. The corporate authorities find that the following standards have been met and proved by the applicant:

- The proposed special use to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole;
- 2. After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested outdoor sales lot as a "use of right" and which may be more appropriate, no site would permit the outdoor sales lot as a "use of right" which was more appropriate;
- 3. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use.

<u>Section 4</u>. Approval of Special Use. The corporate authorities hereby approve a special use on the Subject Property to permit the construction of an outdoor sales lot.

<u>Section 5</u>: Severability. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

<u>Section 6:</u> Incorporation of Exhibits. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

<u>Section 7.</u> Effective Date. This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 11th day of July 2016 pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 11 th day of July	<i>r</i> 2016.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, and published in pamphlet form this 11 th day of July 2016.	
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illin	ois

6

Exhibit "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The west 275 feet of lots 15 and 16 together with the north half of the vacated alley lying south of the adjacent to the said west 275 feet of the lot 16 and also lots 17, 18, 19 and 20 together with the south half of the vacated alley lying north of the adjacent to said lots 17, 18, 19 and 20 in block 12 in Oliver Sallinger and company's bungalow park in subdivision in Section 3 Township 38 north, Range 12 east of the Third Principal Meridian according to the plat thereof recorded October 18, 1921 as Document 7299660, in Cook County, Illinois.

P.I.N.: 18-03-424-010-0000 18-03-424-016-0000 18-03-424-020-0000 18-03-424-021-0000 18-03-424-022-0000 18-03-424-030-0000 18-03-424-032-0000

Commonly known as 9118 West 47th Street, Brookfield, Illinois

Exhibit "B"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From:

Village of Brookfield Planning and Zoning Commission

To:

President and Board of Trustees of the Village of Brookfield, Illinois

Re:

PZC 16-03 9118 West 47th Street, Brookfield, Illinois

Applicant:

Willow Farm Properties, Inc.

Special Use Application requesting permission to conduct automobile sales in an outdoor sales lot on the property commonly known as 9118 West 47th Street, Brookfield, Illinois.

Due public notice was published in the *Riverside Brookfield Landmark* on June 8, 2016, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the applicant's Special Use Application on Thursday, June 23, 2016, at 7:00 p.m. and before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Permit Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Permit Application for consideration of the requested special use; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a special use to permit automobile sales in an outdoor sales lot on the property commonly known as 9118 West 47th Street, Brookfield, Illinois, based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

- 6. Willow Farm Properties, Inc. has owned the Subject Property since the 1950s. It operates the Subject Property for a car detailing business. It also rents parking spaces to truck drivers. There is also an online hardware sales store on the Subject Property. In total, there are 26 painted parking spaces on the Subject Property with additional room for parking that is not painted.
- 7. The Subject Property is located in the I-1 General Light Industrial District. Section 62-128 entitled "Permitted and Special Uses" of the Code of Ordinances of Brookfield, Illinois, provides that Automobile sales (outdoor sales lot) is a special use in an I-1 General Light Industrial District. Therefore, the proposed use of the Subject Property for automobile sales in an outdoor sales lot is a permissible use to be considered to be permitted as a special use in the I-1 General Light Industrial District.
- 8. The proposed special use at the Subject Property to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole because the proposed special use at this location would provide for the general welfare of the industrial zoning district by generating a new source of economic activity. According to the 2020 Master Plan, properties fronting 47th Street west of Plainfield Road should consist of light industrial and commercial service uses, including auto-oriented services.
- 9. After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested automobile sales in an outdoor sales lot as a "use of right" and which may be more appropriate, no site was identified which would permit automobile sales in an outdoor lot as a "use of right" which was more appropriate because automobile sales in an outdoor sales lot are only permitted by right in the C-1 General Commercial zoning district. However, automobile repair is not permitted in that zoning district under any circumstances. For Detail Unlimited to maintain its detailing business while adding this special use, there are no other zoning districts or locations where this would be more appropriate.
- 10. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use other than those associated with the special use permit.
- All requisite conditions for the approval of the requested special use to permit automobile sales in an outdoor sales lot on the Subject Property have been met by the applicant.

- 7. The standards for the granting of the special use have been met and proved by the applicant.
- 8. It is in the best interests of the Village that the special use be approved to permit automobile sales in an outdoor sales lot, subject to the conditions set forth in this ordinance.

WHEREAS, the following standards have been met and proved by the applicant:

- 1. The proposed special use to permit automobile sales in an outdoor sales lot is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole;
- After having considered the availability of locations for automobile sales in an outdoor sales lot at other sites which may permit the requested outdoor sales lot as a "use of right" and which may be more appropriate, no site would permit the outdoor sales lot as a "use of right" which was more appropriate;
- 3. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, no special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use.

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit automobile sales in an outdoor sales lot of Brookfield, Illinois on the Subject Property.

RESOLUTION NO. R-2016-1053

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN GCG FINANCIAL, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 11th DAY OF JULY 2016

RESOLUTION NO. R-2016-1053

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN GCG FINANCIAL, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield desires to engage GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Consulting Agreement with GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Consulting Agreement with GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs.

Section 2: The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Consulting Agreement with GCG Financial, Inc. to provide strategic

benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 11th day of July	2016, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me 11 th day of July, 2	016.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, this 11 th day of July, 2015.	
Brigid Webber, Clerk of the Village of Brookfield, Cook County, Illi	 nois

Exhibit A CONSULTANT SERVICES AGREEMENT

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Village of Brookfield, hereinafter referred to as "Client" and GCG Financial, Inc., hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drugs
- Vision
- Dental
- Life Insurance
- Flexible Spending Account
- A. Strategic Benefit Planning. Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design. Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration. Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator if appropriate.
- D. Funding. Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- E. Communication. Consultant will assist in drafting and implementing employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- F. Compliance Tools & Legislative Information. Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- G. Meetings with Client and Vendors. Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
 - Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
 - Consultant shall meet with Client, at a minimum, annually to review the stewardship report
 for the preceding year, create a stewardship report outlining the goals and objectives for the
 upcoming year, and agree upon Consultant's fees for the next twelve month period.
 - Day-to-Day Administrative Issues. Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- H. Stewardship Report. Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
 - Specific goals and objectives for Consultant's team relating to Client's programs; and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.
- Data Analysis. Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous [twelve month period];

2. Disclosure and Record Keeping

- A. Full Disclosure. Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term. This initial term of this Agreement shall be one year, commencing on July 1, 2016 and ending June 30, 2017 ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.
- B. Termination. This Agreement may be terminated by either party only as follows:
 - a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

- b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

Per Carrier Schedule - See Exhibit I

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Catherine Loney, Vice President of Public Sector

Brad Shaps, Senior Benefits Consultant

Amy Abell, Account Executive

Additional Key Resources:

Jennifer Stuckey, Account Manager

Jeff Kolker, Vice President Employee Benefits

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Village of Brookfield, Illinois	GCG Financial, Inc.	
Date:	Date:	
By:	Ву:	
Kit P. Ketchmark,	Alan Levitz,	
Village President	President	
ATTEST:	ATTEST:	
By:	By:	
Brigid Weber,	David Levitz, Secretary	
Village Clerk		

Exhibit 1

Blue Cross and Blue Shield of Illinois Compensation Schedule Group Markets Product Lines Effective January 1, 2014

The following compensation schedule applies to both new and renewal groups sold under the Standard Producer Agreement and replaces any Standard Producer Compensation Schedule in effect prior to the effective date of this schedule. Renewal compensation under this schedule will begin upon the accounts renewal on or after the effective date of this schedule. For purposes of determining commissions, new and existing, any Affordable Care Act Health Insurer Fee or Reinsurance Fee included within premium will be excluded. In no event will compensation be payable with respect to any such fees.

GROUP SIZE	COMPENSATION RATES		
	SINGLE	FAMILY	
1-50	\$25.00	\$48.00	
GROUP HEALTH PRODUC	T LINES - NON-REGULATED SMAL	LL GROUP	
ANNUAL PREMIUM VOLUME	COMPENSATION RATES		
	GROUP SIZE AT OED/AD 2-3 LIVES	GROUP SIZE AT OED/AD 4-150 LIVES	
\$1 - \$50,000	2.00% Flat Rate	8.00%	
\$50,001 - \$100,000	2.00% Flat Rate	4.25%	
\$100,001 ~ \$150,000	2.00% Flat Rate	4.00%	
\$150,001 or more	2.00% Flat Rate	3.75%	
BLUECARE DENTA	L SMALL GROUP PRODUCTS LINE	S	
ANNUAL PREMIUM VOLUME	COMPENSATION RATES		
	GROUP SIZE AT OED/AD 2-3 LIVES	GROUP SIZE AT OED/AD 4-150 LIVES	
\$1 - \$50,000	2.00% Flat Rate	8.00%	
\$50,001 - \$100,000	2.00% Flat Rate	4.25%	
\$100,001 - \$150,000	2.00% Flat Rate	4.00%	
\$150,001 or more	2.00% Flat Rate	3.75%	

be submitted on an Individual Case Commission Addendum (ICCA).

OED = original effective date / AD = anniversary date

IOTE:

It is the Producer's responsibility to ensure the accuracy of each monthly commission statement. Health Care Service Corporation, a Mutual Legal Reserve Company, limits commission adjustments to twenty four (24) months for non-payment a or under-payment of commissions on non-negotiated commission amounts.

ILB PR Group 11/01/13 PAGE | 1

Exhibit 2

GCG FINANCIAL, INC.

Business Associate Agreement for HIPAA Privacy and Security Compliance

WHEREAS, GCG Financial, Inc. ("GCG") acknowledges that it is a "Business Associate" (as that term is defined below in Section 1.2(a)) of the Village of Brookfield Benefit Plans (the "Plan") sponsored by Village of Brookfield (the "Client"); and

WHEREAS, GCG, Client and Plan further acknowledge that, in the course of providing insurance services and employee benefit plan advice to the Plan or Client, GCG may use or disclose health information relating to Participants in the Plan; and

WHEREAS, GCG, Client and Plan desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the corresponding HIPAA Privacy, Security, Enforcement, and Breach Notification Rules to the extent any of the foregoing laws are applicable to the parties (collectively, the "HIPAA Rules");

NOW THEREFORE, GCG, Client and Plan enter into this Business Associate Agreement (the "Agreement") as a means of protecting the privacy of health information relating to Participants in the Plan as necessary for compliance with the requirements of the HIPAA Rules; and

THE PARTIES FURTHER AGREE, that all ambiguities in this Agreement shall be resolved to carry out such compliance of the HIPAA Rules.

ARTICLE 1

DEFINITIONS

Generally. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, notice of privacy practices, required by law, secretary, security incident, standard transaction, subcontractor, unsecured protected health information, and use.

Specific Defined Terms.

- "Business Associate" has the same meaning as the term "business associate" set forth at 45 CFR 160.103.
- "Electronic Protected Health Information" or "e-PHI" has the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.
- "Participant" has the meaning assigned to it in the applicable Plan document, except that, solely for purposes of this Agreement, "participant" shall also include an individual whose participation in the Plan has terminated, but for whom the parties continue to maintain or transmit PHI.

"Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.

ARTICLE 2

OBLIGATIONS AND ACTIVITIES OF GCG

GCG agrees to:

- Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;
- Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- Report to the Plan any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware:
- In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of GCG agree in writing to the same restrictions, conditions, and requirements that apply to GCG with respect to such information;
- Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528; and
- Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- <u>Designated Record Sets.</u> Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to maintain protected health information in a designated record set. In the event that GCG does maintain designated record sets on behalf of the Plan, GCG agrees to:
 - Make available protected health information in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524; and
 - Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as reasonably necessary to satisfy the Plan's obligations under 45 CFR 164.526.
- Subpart E. Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to carry out any of the Plan's obligations under Subpart E of 45 CFR Part 164. In the event GCG does perform such functions, GCG will comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s).

Permitted Uses and Disclosures by GCG.

- GCG may use or disclose protected health information as necessary to perform the services set forth in the underlying service agreement between GCG and Client.
- GCG may use or disclose protected health information as required by law.
- GCG agrees to make uses and disclosures consistent with the minimum necessary requirements under the HIPAA Rules.
- GCG may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan, except for the specific uses and disclosures set forth below.
- GCG may use protected health information for the proper management and administration of GCG or to carry out the legal responsibilities of GCG.
- GCG may disclose protected health information for the proper management and administration of GCG or to carry out the legal responsibilities of GCG, provided the disclosures are required by law, or GCG obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies GCG of any instances of which it is aware in which the confidentiality of the information has been breached.
- GCG may use protected health information to provide data aggregation services relating to the health care operations of the Plan.
- Covered Standard Transactions. In the event that GCG conducts any transaction on behalf of the Plan, and the Plan instructs GCG that a particular transaction is to be treated as a standard transaction, GCG shall comply with all applicable provisions of the HIPAA Rules and shall obtain reasonable assurances that any agents that assist GCG in conducting such standard transactions on behalf of the Plan agree to comply with the applicable provisions of the HIPAA Rules.

ARTICLE 3

PLAN OBLIGATIONS AND LIMITS

Obligations of Plan.

- The Plan shall notify GCG of any limitation(s) in the Plan's notice of privacy practices, to the extent that such limitation may affect GCG's use or disclosure of protected health information.
- The Plan shall notify GCG of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect GCG's use or disclosure of protected health information.
- The Plan shall notify GCG of any restriction on the use or disclosure of protected health information that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect GCG's use or disclosure of protected health information. In the event that an Individual makes such a request, the Plan agrees to allow GCG a reasonable amount of time to determine whether it is feasible for GCG to comply

with the requested restriction. The Plan further agrees to allow GCG a reasonable amount of time to act on any such restriction on the use or disclosure of an Individual's PHI.

The Plan shall notify GCG of Plan policies and procedures governing the use and disclosure of PHI, and any changes in such policies and procedures, to the extent such policies and procedures may impact GCG's ability to perform its obligations under this Agreement. The Plan further agrees to allow GCG a reasonable amount of time to act on any such changes in applicable policies and procedures.

The Plan shall not disclose any PHI to GCG, unless the Plan has first obtained any consents and authorizations that are required by law or that are otherwise necessary for such disclosure.

Permissible Requests by the Plan.

Except with respect to Sections 2.4(e), (f) and (g), the Plan shall not request GCG to use or disclose PHI in any manner that would be impermissible under the HIPAA Rules or other applicable federal or state law if done by the Plan.

ARTICLE 4

TERM, TERMINATION AND AMENDMENT

<u>Effective Date and Termination</u>. This Agreement shall become effective on the date signed below, unless otherwise indicated herein, and shall terminate as follows:

The Agreement shall terminate when the relationship between GCG and Client ends.

The Agreement shall terminate when either party reasonably determines that the other party has materially breached the terms of this Agreement; provided, however, that the non-breaching party shall provide the breaching party with an opportunity to cure the breach within thirty (30) days. This cure period shall start upon receipt by the breaching party of written notice indicating the reasons the non-breaching party believes the Agreement has been breached and describing the alleged breach in sufficient detail to enable the breaching party to make its own assessment of whether a material breach has occurred.

Effect of Termination. Upon the termination of this Agreement, GCG agrees to the following:

With respect to protected health information received from the Plan, or created, maintained, or received by GCG on behalf of the Plan, GCG shall:

Retain only that protected health information which is necessary for GCG to continue its proper management and administration or to carry out its legal responsibilities;

Return to the Plan or, if agreed to by the Plan, destroy the remaining protected health information that GCG still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as GCG retains the protected health information;

Not use or disclose the protected health information retained by GCG other than for the purposes for which such protected health information was retained and subject to the

- same conditions set out at Sections 2.4(e), (f) and (g) which applied prior to termination; and
- Return to the Plan or, if agreed to by the Plan, destroy the protected health information retained by business associate when it is no longer needed by GCG for its proper management and administration or to carry out its legal responsibilities.
- Notwithstanding the foregoing, if GCG determines that return or destruction of any protected health information is not feasible, GCG agrees to notify the Plan and Client accordingly. In such event, GCG further agrees to extend the protections of this Agreement to the protected health information that it retains for so long as GCG continues to retain such protected health information and to limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible.
- Amendment. The parties agree that this Agreement may be amended from time to time as necessary for the parties to comply with the requirements of the HIPAA Rules. Any such amendment to this Agreement must be in writing and signed by the parties.
- Survival. The obligations of GCG under this Article shall survive termination of this Agreement.

ARTICLE 5

MISCELLANEOUS TERMS

- Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended to the extent applicable to GCG, the Plan or Client.
- <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- No Third-Party Rights. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and respective successors or assigns, agents, representatives and subcontractors of the parties, any rights, remedies, obligations or liabilities whatsoever.
- Notices. All notices required or desired in connection with this Agreement shall be sufficient, if given by certified mail addressed to the party receiving the notice at the address designated herein or at such other address as may be agreed to in writing by the parties.
- Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- Governing Law. If any dispute arises under this Agreement, it shall be construed in accordance with Illinois law, to the extent that federal law is not applicable thereto. The situs of any litigation involving this Agreement shall be in the state court located in Lake County, Illinois, or if federal jurisdiction is available, the federal court covering Lake County, Illinois.
- <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.
- Agency. Notwithstanding anything herein to the contrary, GCG is an independent contractor providing services to the Plan and Client and shall not be an agent of the Plan or Client.

(Signature of GCG Agent)
GCG Financial, Inc.
Three Parkway North
Suite 500
Deerfield, IL 60015-2567
Deericid, IL 60015-2367
Date:
(Signature of Authorized Client Representative)
(Client Name & Address)
Date:
Date:
Signature of Plan Privacy Official or other representati
Plan Representative Name & Address)
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Plan and Client hereby designate the following employees as responsible for the Plan's administration that the plan's administration who are permitted to use and disclose PHI (including e-PHI):	tive
Michelle Robbins, Director of HR	
Keith Sbiral, Village Manager	
Cheresa Coady, Ass't to Village Manager	
Doug Cooper, Finance Director	
essica Royner, Account Manager	

AMENDMENT TO THE CONSULTING AGREEMENT

WITH

GCG FINANCIAL, INC.

This Amendment to the Consulting Agreement made this ______day of July, 2016, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and GCG Financial, Inc., an Illinois corporation ("GCG"), for strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs amends and modifies the terms and conditions of the Consulting Agreement and the terms and conditions of this Amendment are hereby incorporated into the Consulting Agreement. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Consulting Agreement, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Consulting Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged GCG hereby agrees as hereinafter set forth:

1. Certifications.

- 1.1 GCG shall submit to the Village a certification that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of the GCG, its officers and directors are:
 - 1.1.1 not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - 1.1.2 not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - 1.1.3 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- 1.2 In addition, GCG shall represent and warrant to the Village that as a condition of any Agreement with the Village that:
 - 1.2.1 GCG maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
 - 1.2.2 GCG provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.)
 - 1.2.3 GCG is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

- 1.2.4 no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of GCG in accordance with Code of Ordinances of the Village of Brookfield, Chapter 2, Article VII;
- 1.2.5 no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield; and
- 1.2.6 GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

Village:	GCG:
Village of Brookfield, Illinois	GCG Financial, Inc.
By: Kit P. Ketchmark, Village President	By:Alan Levitz, President
ATTEST:	ATTEST:
By:Brigid Weber, Village Clerk	By:

CONSULTANT'S CERTIFICATION

I, Alan Levitz, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village"), as a condition of any Agreement with the Village that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of GCG, its officers and directors are:

- 1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- 2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- 3. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, GCG hereby represents and warrants to the Village as a condition of any Agreement with the Village that GCG:

Pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

- 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in GCG's workplace.
- 2. Specifying the actions that will be taken against employees for violations of such prohibition.
- 3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. abide by the terms of the statement;
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - GCG's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 2. During the performance of this Agreement, GCG agrees as follows:
 - A. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job

- classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. In all solicitations or advertisements for employees placed by him or on his behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of GCG's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with GCG in its efforts to comply with such Act and Rules and Regulations, GCG will promptly so notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- 3. GCG has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).

- 4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of GCG.
- 5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from GCG in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.
- 6. GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

Dated: July, 2016	GCG:
	By:Alan Levitz, President
STATE OF ILLINOIS)) SS.
COUNTY OF COOK)	,
certify that Alan Levitz appe	notary public in and for the State and County aforesaid, hereby ared before me this day in person and, being first duly sworn on executed the foregoing certification as his free act and deed.
Dated: July, 2016	Notary Public

Village of Brookfield



Health Insurance Summary

July 1, 2016

BlueCross BlueShield of Illinois

		Diuecioss Di	uesniela of Illinois	
		Current	Renewal	
HMO		<u>NHHB106</u>	MHHB106*	
Employee	22	\$619.08	\$694.16	12.1%
Employee + Spouse	10	\$1,320.13	\$1,429.25	8.3%
Employee + Child(ren)	6	\$1,202.69	\$1,315.15	9.4%
Family	32	\$1,903.74	\$2,050.24	7.7%
Medicare - Single	0	\$432.37	\$433.52	0.3%
Medicare - Family	<u>0</u> 69	<u>\$864.75</u>	<u>\$867.04</u>	0.3%
	69	\$93,754.19	\$101,747.45	
PPO		NPP73326	NPP73326	
Employee	9	\$761.84	\$851.60	11.8%
Employee + Spouse	3	\$1,624.55	\$1,753.40	7.9%
Employee + Child(ren)	3	\$1,480.02	\$1,613.42	9.0%
Family	13	\$2,342.76	\$2,515.22	7.4%
Medicare - Single	0	\$532.09	\$531.84	0.0%
Medicare - Family	<u>0</u> 28	<u>\$1,064.16</u>	<u>\$1,063.69</u>	0.0%
	28	\$46,626.15	\$50,462.72	
HIDHP		NPSC1807	MPSC1807*	
Employee	2	\$597.90	\$675.07	12.9%
Employee + Spouse	0	\$1,274.96	\$1,389.94	9.0%
Employee + Child(ren)	0	\$1,161.54	\$1,278.97	10.1%
Family	0	\$1,838.60	\$1,993.84	8.4%
Medicare - Single	0	\$417.58	\$421.59	1.0%
Medicare - Family	0 2	<u>\$835.15</u>	<u>\$843.20</u>	1.0%
	2	\$1,195.80	\$1,350.14	
Monthly Total		\$141,576	\$153,560	
Estimated Annual Health Insurer & Re	insurance Fee	Included	Included	
Annual Totals		\$1,698,914	\$1,842,724	
Percentage Based off of Current			8.46%	
Total Annual \$ Increase from Curre	ent		\$143,810	
Annual Cost Savings from Renewa				8
HMO	Mark Selection	In-Network	In-Network	

HMO	In-N	etwork	<u>ln-1</u>	<u>letwork</u>	
Dr. Office Visit (In-network)- PCP/Spec	\$20 PCP/\$40 S	\$20 PCP/\$40 Spec/\$0 Wellness		\$20 PCP/\$40 Spec/\$0 Wellness	
Individual Deductible	N	one		Vone	
Family Deductible	N	one	None		
Inpatient Hospital Stay	10	00%	1	00%	
Co-insurance	10	00%	1	00%	
Individual OOP Max. (including Ded)	\$1	,500	\$	1,500	
Family OOP Max. (including Ded)	\$3	,000	\$	3,000	
ER Copay	\$	150	\$	\$150	
Rx Copays (In-Network)	\$10/5	\$40/\$60	\$10/	\$40/\$60	
RX Out of Pocket Maximum (Ind/Family)	\$1,000 Ind/	\$3,000 Family	\$1,000 Ind	/\$3,000 Family	
PPO	In-Network	Out-of-Network	In-Network	Out-of-Network	
Dr. Office Visit (In-network)- PCP/Spec	\$20 PCP/\$40 S	Spec/\$0 Wellness	\$20 PCP/\$40 Spec/\$0 Wellne		
Individual Deductible	\$500	\$1,000	\$500	\$1,000	
Family Deductible	\$1,500	\$3,000	\$1,500	\$3,000	
Inpatient Hospital Per Occurance Deductible	N/A	\$300	N/A	\$300	
Co-insurance	80%	60%	80%	60%	
Individual OOP Max. (including Ded)	\$1,500	\$3,000	\$1,500	\$3,000	
Family OOP Max. (including Ded)	\$4,500	\$9,000	\$4,500	\$9,000	
ER Copay	\$	150	\$	3150	
Rx Copays (In-Network)	\$10/\$	640/\$60	\$10/	\$40/\$60	
RX Out of Pocket Maximum (Ind/Family)	\$1,000 Ind/	\$3,000 Family	\$1,000 Ind	/\$3,000 Family	
HDHP	In-Network	Out-of-Network	In-Network	Out-of-Network	
Dr. Office Visit (In-network)- PCP/Spec	100% After Ded/100% Wellness		100% After De	d/100% Wellness	
Individual Deductible	\$2,500		\$2	2,500	
Family Deductible	\$5,000		\$	5,000	
Inpatient Hospital Per Occurance Deductible	N/A	\$300	N/A	\$300	
Co-insurance	100%	80%	100%	80%	
Individual OOP Max. (including Ded)	\$5,000		\$5,000		
Family OOP Max. (including Ded)	\$10,000		\$1	0,000	
ER Copay	100% After Ded		100%	After Ded	
Rx Copays (In-Network)	100% /	After Ded	100% After Ded		
RX Out of Pocket Maximum (Ind/Family)	N/A		N/A		

^{*} To maintain consistency from the Non-Regulated Small Group to Mid-Market transition, all plans will have the same plan ID as the former NRSG plans, with a "M" added as the first character. For example, NPP83436 is now MPP8436. The new non-grandfathered plans that begin with an "M" will be moving to the Generics Plus Drug List/Formulary upon the group's 2016 renewal. This excludes HSA plans.

Village of Brookfield

Dental Insurance Summary July 1, 2016

Delta Dental

		Della Dellai	
		Current	Renewal
DHMO		DHMO Plan 285	DHMO Plan 285
Employee	1	\$16.63	\$16.63
Employee + Spouse	0	\$30.75	\$30.75
Employee + Child(ren)	1	\$34.73	\$34.73
Family	<u>2</u> 4	<u>\$48.86</u>	<u>\$48.86</u>
	4	\$149.08	\$149.08
PPO		PPO	PPO
Employee	33	\$35.76	\$37.12
Employee + Spouse	20	\$71.52	\$74.24
Employee + Child(ren)	9	\$79.82	\$82.85
Family	42	\$121.38	<u>\$125.99</u>
	104	\$8,426.82	\$8,746.99
Monthly Totals		\$8,576	\$8,896
Annual Totals		\$102,911	\$106,753
Percentage Based off of Curr	ent		3.73%
Total Annual \$ Increase from Current			\$3,842
Annual Cost Savings from Re	enewal		

DHMO		In-Network	
Office Visit Copay	\$0		
Preventive		Fee Schedule	
Basic		Fee Schedule	
Major		Fee Schedule	
Annual Maximum		No Maximum	
Orthodontia		Fee Schedule	
Orthodontia Lifetime Maximum		Fee Schedule	
PPO	Delta Dental PPO	Delta Dental Premier	Out-of-Network
Individual Annual Deductible	\$50	\$50	\$50
Family Annual Deductible	\$150	\$150	\$150
Preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Endodontics	Basic	Basic	Basic
Periodontics	Basic	Basic	Basic
Annual Maximum	\$1,000	\$1,000	\$1,000
Orthodontia	50%	50%	50%
Orthodontia Lifetime Maximum	\$1,000	\$1,000	\$1,000
Reasonable & Customary	See Note*	See Note*	See Note*
Rate Guarantee		1 Year	

^{*}Delta Dental PPO dentists agree to accept payment based on the lesser of the submitted fee or the PPO discounted fee schedule, which is established at a level that typically delivers a 15 – 35 percent discount off of average billed charges nationally.
*Delta Dental Premier network dentists agree to accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance (also

known as "Usual & Customary" fee).

^{*}Out of Network: You are responsible for charges exceeding Delta Dental's maximum plan allowances.

Village of Brookfield

Vision Insurance Summary

July 1, 2016

Delta Dental - DeltaVision

		Current	Renewal
PPO		DeltaVision	DeltaVision
Employee	7	\$5.57	\$5.57
Employee + Spouse	7	\$10.88	\$10.88
Employee + Child	0	\$12.17	\$12.17
Family	<u>6</u>	<u>\$17.57</u>	<u>\$17.57</u>
	20	\$220.57	\$220.57
Monthly Total		\$221	\$221
Annual Totals		\$2,647	\$2,647
Percentage Based off of Cur	rent		0.0%
Total Annual \$ Increase from	Current		\$0

PPO	<u>In-Network</u>	Out-of-Network
Service Frequency		
Eye Exam	12 Mont	hs
Lenses	12 Mont	hs
Contacts	12 Mont	hs
Frames	24 Mont	hs
Copayments		
Eye Exam	\$10 Copay	\$35 Allowance
Single Vision Lenses	\$25 Copay	\$25 Allowance
Bifocal Lenses	\$25 Copay	\$40 Allowance
Trifocal Lenses	\$25 Copay	\$55 Allowance
Frames	\$100 Allowance + 20% Off Addt'l Balance	\$50 Allowance
Contacts		
Medically Necessary	\$0 Copay; Paid in Full	\$200 Allowance
Elective	\$0 Copay; \$80 Allowance + 15% Off Addt'l Balance	\$64 Allowance
Additional Benefits	No consistent formation to the supple supplying Administration	
Laser vision Correction	15% Off Retail or 5% Off Promo Price	N/A
Rate Guarantee	1 Year	

Premiums are based on the most similar plan designs available. Renewal Premiums for Incumbent carriers are shown.



April 10, 2016

Ms. Catherine Loney Vice President Benefits Consultant GCG Financial Three Parkway North, Suite 500 Deerfield, IL 60015-2567

Re:

Village of Brookfield (IL)

7/1/16 Term Life Insurance Renewal Group #26215 / Carrier #4211

Dear Catherine:

After careful review of the Life Insurance policy by Madison National Life (MNL), we are pleased to inform you that no rate adjustment is required for the upcoming July 1, 2016, renewal for the Village of Brookfield. MNL has agreed to renew their inforce contract for one year at the existing rates.

The rates are guaranteed until July 1, 2017, assuming no changes in the current benefit structure. Should the district wish to make changes, the rate would be subject to review.

If you have any questions or if we may be of any other assistance, please feel free to call me at 262.780.1224.

Sincerely,

NATIONAL INSURANCE SERVICES

Lance A. Pfarrer Account Representative

C. Amy Abell, GCG Financial
 Jennifer Stuckey, GCG Financial

Corporate Headquarters 250 South Executive Drive Suite 300 Brookfield, WI 53005

Indiana Office 9100 Meridian Square 50 East 91st Street Suite 315 Indianapolis, IN 46240

Michigan Offices 310 East Michigan Avenue Suite 503 Kalamazoo, MI 49007

43120 Utica Road Suite 400 Sterling Heights, MI 48314

> 120 East Liberty Suite 220 Ann Arbor, MI 48104

Minnesota Office 14852 Scenic Heights Road Suite 210 Eden Prairie, MN 55344

> Nebraska Office 9202 West Dodge Road Suite 302 Omaha, NE 68114

Pennsylvania Office 90 West Chestnut Street Suite 210 Washington, PA 15301

RESOLUTION NO. R - 2016- 1054

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AUTOMATIC AID AGREEMENT WITH THE VILLAGE OF LYONS BY THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11TH DAY OF JULY 2016

RESOLUTION NO. R - 2016 - 1054

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AUTOMATIC AID AGREEMENT WITH THE VILLAGE OF LYONS BY THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Brookfield (the "Village") desires to provide to and receive from the Village of Lyons the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster;

WHEREAS, the Village has the authority, pursuant to Section 11-6-1 of the Illinois Municipal Code (65 ILCS 5/11-6-1) to enter into contracts or agreements with other municipalities and fire protection districts for mutual aid consisting of furnishing equipment and manpower from and to such other municipalities and fire protection districts;

WHEREAS, the Village and the Village of Lyons have the authority, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, (III. Const. Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.,) to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village and the Village of Lyons have determined that it is in their best interests to enter into an Automatic Aid Agreement to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster;

605907 1 1

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

Section 1: It is hereby determined that it is advisable, necessary and in the best interests of the Village and its residents that the Village enter into an Automatic Aid Agreement with the Village of Lyons to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster upon the terms and conditions as therein provided.

Section 2: The Village President is hereby authorized and directed to execute and the Village Clerk is authorized and directed to attest an Automatic Aid Agreement with the Village of Lyons, which agreement is attached hereto as Exhibit "A."

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

605907 1 2

Section 3: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 11th day of July 2016, pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 11 th da	y of July 2016.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, this 11 th day of July 2016.	
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois	

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Exhibit "A"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LYONS AND THE VILLAGE OF BROOKFIELD PROVIDING FOR AUTOMATIC AID IN RESPONDING TO FIRE PROTECTION ALARMS

AUTOMATIC AID AGREEMENT

605907 1

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AUTOMATIC AID AGREEMENT

This Automatic Aid Agreement ("Agreement") made and entered into the date set forth next to the signature of the respective parties, by and between the Village of Lyons, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a "Member Unit"), and the Village of Brookfield, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a "Member Unit") (hereinafter collectively referred to as the "parties") that have approved this Agreement and adopted same in manner as provided by law.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the Intergovernmental Cooperation Act 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and

WHEREAS, the parties hereto have determined that it is in their best interests to form an

association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

NOW, THEREFORE, in consideration of the foregoing recitals, the Village of Lyons, an Illinois municipal corporation, Cook County, Illinois, and the Village of Brookfield, an Illinois municipal corporation, Cook County, Illinois, agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through this Agreement is desirable for the effective and efficient provision of automatic aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

"Automatic Aid Agreement": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system

established and maintained by the parties of the Agreement and amended from time to time;

"Member Unit": A unit of local government including, but not limited to, a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the Agreement and has been appropriately authorized by the governing body to enter into such agreement and to comply with the rules and regulations of this Agreement;

"Stricken Unit": A Member Unit which requests aid in the event of an emergency;

"Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

"Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;

"Division": The geographically associated Member Unit(s) or unit which have been grouped for operational efficiency and representation of those Member Units;

"Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this automatic aid agreement.

SECTION THREE

Authority and Action to Effect Automatic Aid

A. The Member Units hereby authorize and direct their respective Fire Chief, or his designee, to take necessary and proper action to render and/or request automatic aid from the other Member Units in accordance with the policies and procedures established and maintained by the parties of this Agreement. The aid rendered shall be to the extent of available personnel

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and equipment not required for adequate protection of the territorial limits of the Aiding Unit.

The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Determine what equipment, personnel and/or services are requested according to this Agreement;
 - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the parties of this Agreement;
 - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or senior officer of the Stricken Unit. The party

rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee, provided, however, that the party withdrawing such aid shall notify the Fire Chief or senior officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, bodily injury, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit for general liability, professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The parties of this Agreement may require that copies or other evidence of compliance with the provisions of this Section be provided to the Member Units of this Agreement. Upon request, a Member Unit shall provide such evidence as herein provided to the

other Member Units.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorney's fees, against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance or non-performance of this Agreement, provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid. This indemnity shall include, but is not limited to, attorney's fees and costs that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit

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to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section, and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the other Member Units of this Agreement through the Office of the Fire Chief of each Member Unit specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effect upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto, provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable; and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail, or by certified mail to the parties at such addresses as may be designated from time to time by the parties of this Agreement or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Statutory Requirements

A. <u>Equal Employment Opportunity</u>. In the event of a Member Unit's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Member Unit may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or

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voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Member Units agree as follows:

- 1. The Member Units will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2. If any Member Unit hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Member Unit may reasonably recruit; and the Member Units will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3. In all solicitations or advertisements for employees placed by any Member Unit or on any Member Unit's behalf, the Member Unit will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4. The Member Units will send to each labor organization or representative of

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workers with which the Member Unit has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Member Unit's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with a Member Unit's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Member Units will promptly notify the Illinois Department of Human Rights; and the other Member Units and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5. The Member Units will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or any Member Unit, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. The Member Units will permit access to all relevant books, records, accounts and work sites by personnel of the other Member Units and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 7. The Member Units will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Member Units will be liable for compliance with applicable provisions of this clause by subcontractors; and

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further, it will promptly notify the other Member Unit and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Member Units will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

- В. Non-segregated Facilities. The Member Units will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Member Units shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and the Member Units will retain such certifications in their files.
- C. <u>Sexual Harassment Policy</u>. The Member Units have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- D. <u>Record Retention</u>. Each Member Unit shall maintain their respective records relating to the performance of this Agreement in compliance with the requirements of the

Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by a Member Unit shall be available for review by any other Member Unit. The Member Units shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act, (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Member Unit to timely comply with the time limits imposed by the Freedom of Information Act. Failure by a Member Unit to maintain the books, records and supporting documents required by this section or the failure by a Member Unit to provide full access to and copying of all relevant books and records within a time period which allows a Member Unit served with a Freedom of Information Act request to timely comply with the time limits imposed by the Freedom of Information Act shall establish a presumption in favor of the Member Unit served with the Freedom of Information Act request for the recovery of any penalties or attorney's fees imposed by the Freedom of Information Act awarded to the requester. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.

SECTION FIFTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Illinois.

SECTION SIXTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SEVENTEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto.

IN WITNESS WHEREOF, the parties adopt, subscribe to, and approve this Automatic Aid Agreement. This signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

VILLAGE OF LYONS An Illinois Municipal Corporation Cook County, Illinois	VILLAGE OF BROOKFIELD An Illinois Municipal Corporation Cook County, Illinois
By:	By: Kit P. Ketchmark, Village President
Date: July, 2016	Date: July, 2016
ATTEST:	ATTEST:
By: Dawn Campos, Village Clerk	By: Brigid Weber, Village Clerk

RESOLUTION NO. R - 2016 - 1055

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11th DAY OF JULY 2016

RESOLUTION NO. R - 2016- 1055

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

WHEREAS, the Village of Brookfield (the "Village") is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois;

WHEREAS, the corporate authorities of the Village deem it to be in the best interest of the Village for its Treasurer to make use, from time to time, of investments which are legal under the Public Funds Deposit Act (30 ILCS 225/0.01 *et seq.*) and the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*);

WHEREAS, due to the professional skills required for bond proceeds management, arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 (the "Bond Issue"), it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for bond proceeds management, arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 by the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of

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Brookfield enter into a Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield General Obligation Bonds – Series 2016 by the Village;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: It is hereby determined that due to the professional skills required to study, evaluate and administer the issuance of general obligation refunding bonds, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield General Obligation Bonds – Series 2016.

Section 2: Upon receipt by the Village of the Consultant's Certification and the documents listed below executed by English Concepts, Inc., doing business as PMA Securities, Inc., and/or Prudent Man Analysis, Inc., doing business as PMA Financial Network, Inc., as the proper case may be, the President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on:

A. the Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of

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Brookfield General Obligation Bonds – Series 2016 in substantially the form attached hereto as Exhibit "A"; and

B. the Institutional Brokerage Account Application & Agreement - PMA Securities, Inc. and Institutional Brokerage Account Application & Agreement - PMA Financial Network, Inc., which each incorporate the Terms and Conditions - PMA Securities, Inc. - PMA Financial Network, Inc. in substantially the form attached hereto as Exhibit "B,"

with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such document being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

<u>Section 3</u>: The Treasurer shall invest the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016 in investments permitted under the Public Funds Deposit Act (30 ILCS 225/0.01 *et seq.*) and the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*).

Section 4: The proceeds of the Village of Brookfield General Obligation Bonds

– Series 2016 shall be invested at the discretion of the Village Treasurer or those acting
on behalf of the Treasurer through the intermediary PMA Securities, Inc. and PMA
Financial Network, Inc.

Section 5: Concerning the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016, the Treasurer or those acting on behalf of the

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Treasurer may, on behalf of the Village, open a depository account and enter into wire transfer agreements, third-party surety agreements, safekeeping agreements, collateral agreements and lockbox agreements with BMO Harris Bank and other institutions participating in PMA Programs for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA's Insured CD Program; and PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of this entity as its agent with respect to such accounts and agreements.

<u>Section 6:</u> Concerning the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016, the Treasurer or those acting on behalf of the Treasurer may, on behalf of the Village, execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc. or PMA Securities, Inc. The following individuals, two of the three acting jointly, or their successors, currently holding the office or position are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies, contracts and agreements on behalf of the Village:

Kit P. Ketchmark, Village President	
Signature	
Keith R. Sbiral, Village Manager	
Signature	
Doug Cooper, Village Treasurer	
Signature	

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<u>Section 7:</u> All resolutions or parts of resolutions in conflict with or inconsistent with the provision of this resolution are hereby repealed to the extent of any such conflict or inconsistency.

<u>Section 8</u>: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

1 1	
ADOPTED this 11 th day of July 2016	6, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 11th day of	July 2016.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, this 11th day of July 2016.	
Brigid Weber, Clerk of the Village of Brookfield. Cook County. I	

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Brigid Weber the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of a resolution entitled:

RESOLUTION R-2016-1055

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

which resolution was duly adopted by said Board of Trustees at a regular meeting held on the 11th day of July 2016.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of July 2016.

(SEAL)	
,	Brigid Weber, Village Clerk
	Village of Brookfield, Cook County, Illinois

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Exhibit "A"

CONSULTANT SERVICES AGREEMENT

with

ENGLISH CONCEPTS, INC. DOING BUSINESS AS PMA SECURITIES, INC.

fo

BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES

for the

VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS - SERIES 2016

CONSULTANT SERVICES AGREEMENT

with

ENGLISH CONCEPTS, INC. DOING BUSINESS AS PMA SECURITIES, INC. for

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BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES

for the

VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS - SERIES 2016

This Consultant Services Agreement made this _____ day of July 2016, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and English Concepts, Inc., doing business as PMA Securities, Inc., an Illinois corporation ("Consultant"), for bond proceeds management and arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 (the "Bonds") by the Village. This Consultant Services Agreement supplements the PMA Securities, Inc. Institutional Brokerage Application and Agreement and related Terms and Conditions (these documents along with the Consultant Services Agreement shall be collectively referred to as the "Agreement"). To the extent of any inconsistency between the Application and Agreement or the Terms and Conditions and this Consultant Services Agreement, the terms and conditions of this Consultant Services Agreement shall control.

The Consultant hereby agrees as hereinafter set forth:

1. Scope of Services. The Consultant is registered as a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). This Consultant Services Agreement relates to a sub-account that is solely investments from proceeds of municipal securities, and thus, qualifies as a municipal advisory account subject to a fiduciary duty. The Consultant agrees to perform the Scope of Services as set forth in the Agreement, and to provide the additional Services to the Village as and when required. Other than as set forth below, Consultant does not offer tax or legal advice:

1.1 CONSTRUCTION OF AN INVESTMENT PORTFOLIO

- 1) The Consultant shall recommend an investment portfolio for consideration and purchase by the Village for the proceeds of the Bonds not needed for immediate disbursement that will fund projected expenses, offer sufficient liquidity to allow for purchase flexibility and maximize interest earnings at prevailing rates or better subject to the limitations on investments set forth in the Public Funds Investment Act (30 ILCS 235/0.01 et seq.). The Village's investment portfolio shall be limited to the following:
 - a) Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
 - b) Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies including: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 *et seq.*) and Acts amendatory thereto; (ii) the federal home loan banks and the

federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress, and its instrumentalities;

- c) Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, which are insured by the Federal Deposit Insurance Corporation;
- d) Short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the Village's funds may be invested in short term obligations of corporations;
- e) Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations;
- f) Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law, registered in the name of the Village or held under a custodial agreement at a bank, rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
- g) Short-term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States, provided that (i) the investments may be made only in banks, savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation; (ii) that any such securities are purchased at the offering or market price thereof at the time of such purchase; and (iii) all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the final and conclusive judgment of the Village, the public funds so invested will be required for expenditure by the Village;
- h) Dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law;

- i) A Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act;
- j) A fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds;
- k) Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder, provided that (i) the government securities, unless registered or inscribed in the name of the Village, shall be purchased through banks or trust companies authorized to do business in the State of Illinois, and (ii) except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, the Consultant shall not purchase or invest in instruments which constitute repurchase agreements, unless the instrument and the transaction meet the following requirements:
 - (1) The securities, unless registered or inscribed in the name of Village, are purchased through banks or trust companies authorized to do business in the State of Illinois.
 - (2) The Village's Treasurer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank, being the State Treasurer or the bank or trust company, or agency of government, which acts for the Village in connection with repurchase agreements involving the investment of funds by the Village, to "purchase" specified securities from a designated institution.
 - (3) A custodial bank shall be a member bank of the Federal Reserve System or maintain accounts with member banks, all transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System, the securities must be credited to the Village on the records of the custodial bank and the transaction must be confirmed in writing to the Village by the custodial bank.
 - (4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.
 - (5) The security interest must be perfected.
 - (6) The Village enters into a written master repurchase agreement, which outlines the basic responsibilities and liabilities of both buyer and seller.
 - (7) Agreements shall be for periods of 330 days or less.

- (8) The Village's Treasurer informs the custodial bank in writing of the maturity details of the repurchase agreement.
- (9) The custodial bank shall take delivery of and maintain the securities in its custody for the account of the Village and confirm the transaction in writing to the Village, the Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the Village, that the securities are free of any claims against the trading partner and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.
- (10) The obligations purchased by the Village may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Village or officer authorized to make such investments.
- (11) The custodial bank shall be liable to the Village for any monetary loss suffered by the Village due to the failure of the custodial bank to take and maintain possession of such securities.
- 2) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no investment shall be made if the Village's Treasurer or financial officer or who is employed in any similar capacity by or for the Village (i) has an interest, directly or indirectly, in the investment in which the Village is authorized to invest, (ii) has an interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or (iii) receives, in any manner, compensation of any kind from any investments in which the Village is authorized to invest.
- 3) If any securities, purchased under authority of this Agreement, are issuable to a designated payee or to the order of a designated payee, then the Village shall be so designated, and further, if such securities are purchased with money taken from a particular fund of the Village, the name of such fund shall be added to that of the Village. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the Village, and in the name of the fund to which they are to be credited.
- All securities purchased under the authority of this Agreement shall be held for the benefit of the Village, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by the Village under authority of this Act, may be sold at any time, at the then-current market price thereof, by the Village. Except as provided in Section 4.1 of "An Act in relation to State finance," all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the Village and to the fund by or for which such securities were purchased.

- The Consultant shall not deposit any public funds in a bank unless it has furnished the corporate authorities of the Village with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided that, if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the Consultant shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.
- The Consultant shall not deposit any public funds in any savings bank or savings and 6) loan association unless it has furnished the corporate authorities of the Village with copies of the last two (2) sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the Consultant submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.
- The Consultant shall not deposit any public funds in a credit union unless it has furnished the corporate authorities of the Village with copies of the last two (2) reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that, if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings, and the Consultant making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.
- 8) Whenever the Consultant deposits any public funds of the Village in a financial institution, the Consultant shall secure, on behalf of the Village, from the financial institution an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other

approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

- (a) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.
- (b) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.
- (c) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.
- (d) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.
- (e) Revenue bonds of any city, town, county, or school district of the State of Illinois.
- (f) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.
- (g) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.
- (h) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.
- (i) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:
 - (i) Be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is

rated within the three (3) highest classifications established by at least one of the two standard rating services;

- (ii) Be issued by a financial institution having assets of \$15,000,000 or more; and
- (iii) Be issued by either a savings and loan association having a capital-to-asset ratio of at least 2%, by a bank having a capital-to-asset ratio of at least 6% or by a credit union having a capital-to-asset ratio of at least 4%.
- (j) The depository institution shall effect the assignment of the certificate of deposit or share certificate to the Village and shall agree that, in the event the issuer of the certificate fails to maintain the capital-to-asset ratio required by this subsection (j), such certificate of deposit or share certificate shall be replaced by additional suitable security. The Village may at any time declare any particular security ineligible to qualify as collateral when, in the Village's judgment, it is deemed desirable to do so. Notwithstanding any other provision of this subsection (j), as security the Village may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this subsection (j) to be secured, payable to the Village for the benefit of the People of the Village, in a form that is acceptable to the Village.
- (k) When investing or depositing public funds, the Consultant shall, to the extent permitted by the Public Funds Investment Act and by the lawful and reasonable performance of its custodial duties, invest or deposit such funds with or in minority-owned financial institutions within the State of Illinois.
- (1) In addition to any other requirements of this Agreement or the Public Funds Investment Act, the Consultant is authorized to consider the financial institution's record and current level of financial commitment to the Village when deciding whether to deposit public funds in that financial institution. The Consultant may consider factors including, but not necessarily limited to:
 - (1) For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
 - (2) Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
 - (3) The financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

- (4) The financial impact to the Village as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
- (5) Any additional burden on the resources of the Village that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Nothing in this subsection (I) shall be construed as authorizing the Village to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

In performing these Services, the Consultant shall not sell investments from its own inventory and The Consultant shall competitively bid the Village's investments. The Consultant shall report regularly to the Village and attend any meetings as required. In addition, the Consultant agrees to take direction from the Village on the Custodial bank to be utilized and the contractual terms acceptable to the Village for the Village's account for purposes of compliance with this section, including 1.1 (1)(k)(11). In addition, for information required to be provided to the Village under Sections 1.1 (5)-(7), the Consultant notes that it is publicly available on the financial institution's applicable regulatory website and is deemed provided to them for compliance with this section. Moreover, as part of Consultant's oversight of deposit products in financial institutions, Consultant reviews such information as agent for its clients.

1.2 ARBITRAGE PLANNING

To assist the Village in the investment of the proceeds of the Bonds, the Consultant shall administer a bond proceeds management program that includes the following components necessary for compliance with Internal Revenue Service (IRS) regulations and optimal yield performance:

- 1) Bond issuance strategy for compliance with arbitrage regulations
- 2) Bond issuance strategy for interest income maximization
- 3) Spend down planning for yield restriction and arbitrage rebate compliance
- 4) Aggregate interest income projection
- 5) Interim spend down calculations
- 6) Final arbitrage calculation and legal opinion, if necessary (any such legal opinion, if necessary, would be obtained for the Village from a law firm with attorneys licensed in the State of Illinois at no expense to the Village)

1.3 ARBITRAGE REPORTING SERVICES

To assist the Village in the investment of the proceeds of the Bonds, the Consultant shall perform the following arbitrage reporting services:

- 1) Determine the arbitrage/rebate status of the bonds
- 2) On a monthly basis, monitor the rebate status of the bond issue
- 3) Monthly reporting to the Village; including spend down status and projected arbitrage liability
- 4) Monthly yield restriction calculation, if applicable

5) Rebate calculation at project completion

The Consultant shall perform the arbitrage reporting in-house. The Village's dedicated portfolio advisor shall run scenario analysis, provide same day feedback and advice on the Village's portfolio. The Consultant shall actively monitor and manage the Village's cash flows to provide needed flexibility when project information changes.

The Services described herein are hereinafter referred to as the "Services."

- 2. Commencement and Completion of Services. The Consultant shall be prepared and ready to commence the Services provided for in this Consultant Services Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Consultant, the Consultant shall complete all Services to be performed under this Consultant Services Agreement in a timely manner. The Consultant acknowledges that time is of the essence of this Consultant Services Agreement and in the performance and completion of the Consultant's Services.
- 3. Village's Cooperation. The Village shall (i) provide the Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with the Consultant when requested; (iii) selection of investment products by duly authorized Village personnel based on universe of Consultant's investment recommendations; and (iv) ensure reasonable cooperation of the Village's employees in the Consultant's activities.
- 4. Consultant's Compensation. The Village shall pay the Consultant for the performance of the Services from mark-ups or commissions, annualized based on the term of the investment.

For all fixed term investments executed on behalf of the Village, the fees not to exceed (but may be less than):

US Government Treasury Securities:	10 basis points annualized
US Government Agency/Instrumentality Securities:	10 basis points annualized
Municipal Securities:	10 basis points annualized
FDIC Insured Certificates of Deposit:	25 basis points annualized
Collateralized Certificates of Deposit/Reciprocal:	25 basis points annualized
New Issue Securities	At issue price

Safekeeping charges, wire transfers, the Consultant's account banking charges, monthly reporting, monitoring of collateral and other services offered in this proposal are inclusive of the above execution fees. The Consultant's fee structure shall be independent of the dollar range of the investment placed. The basis point fees listed above are the maximum amount that the Consultant shall receive on any investment executed. Actual fees taken on an investment may be lower as the Consultant's goal is to provide a competitive return (not a fixed fee). The Consultant's fees shall already be accounted for when the Consultant gives the Village the net rate on an investment (for any investment in which there is a mark-up). In that case, fees shall be discounted from the investment, and included in the net yield at the time of purchase. For any other investment, commissions shall be taken at settlement. The Village shall not receive a bill or statement for investment fees

5. Payments. The Consultant's compensation shall be payable from the proceeds of the Bonds issue and shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

6. Confidentiality.

- It is anticipated that the Village will disclose to the Consultant certain proprietary 6.1 information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). disclosure of Confidential Information shall not be construed to grant to the Consultant any ownership or other proprietary interest in the Confidential Information. The Consultant does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Consultant with a need to know for purposes of the performance of the Services hereunder. The Consultant acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Consultant without the Village's express authorization would be harmful and damaging to the Village's interests:
 - **6.1.1** All information relating to the Services being performed by the Consultant under this Agreement regardless of its type or form which is not known to the public.
 - **6.1.2** Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.
- 6.2 This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Consultant's partners', members' and employees' spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.
- 6.3 All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Consultant or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of

expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

- 6.4 The Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in the Consultant's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by the Consultant; or (e) is disclosed under operation of law, governmental regulation, including but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State, or court order, provided the Consultant, if feasible, first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.
- 6.5 Upon termination of this Agreement or earlier at the Village's request at any time, the Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.
- 6.6 In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village; and there would be no an adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to compensatory damages for any breach of the injunction. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

7. License.

- 7.1 During the term of the Agreement, Consultant grants to the Village an unlimited perpetual license to use the reports, information and analysis provided by Consultant under this engagement.
- 8. Insurance Requirements. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Consultant, its agents, representatives, employees or subcontractors.

8.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability Occurrence form; and
- (2) Automobile Liability; and
- (3) Professional Liability/ Errors and Omissions policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- **8.2 Minimum Limits of Insurance.** The Consultant shall maintain limits no less than:
 - (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
 - (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- **8.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Village.
- **8.4 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:
 - (1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of the Consultant as well as equipment procured, owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
 - d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Consultant for the Village.

(3) All Coverages

In the event an insurance policy required by this clause is suspended, voided, canceled, reduced in coverage or in limits, Consultant will provide Village with fifteen days' prior written notice by certified mail, return receipt requested.

(4) Acceptability of Insurers

- a. The insurance carrier used by the Consultant shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.
- b. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any services commence. The Village reserves the right to request full, certified copies of the insurance policies.

9. Certifications.

- 9.1 The Consultant shall submit to the Village a certification signed by the Chief Executive Officer that to the best of his knowledge, the Consultant is:
 - **9.1.1** Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - **9.1.2** Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - **9.1.3** Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- 9.2 In addition, the Consultant shall represent and warrant to the Village that as a condition of any Agreement with the Village that:
 - 9.2.1 The Consultant maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
 - **9.2.2** The Consultant provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

- **9.2.3** The Consultant is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- **9.2.4** No Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the Consultant in accordance with Code of Ordinances of the Village of Brookfield, Chapter 2, Article VII;
- 9.2.5 No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield; and
- **9.2.6** To the best of his knowledge, the Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.
- 9.2.7. Neither the Consultant nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- 10. Record Retention. The Consultant recognizes that the Village is subject to the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) Village records in the possession of a third party with whom it contracts may be subject to these provisions. Nonetheless, as a regular course of business, Consultant provides or makes available to the Village its client records, and Consultant maintains copies of its records as required under the federal securities laws. To the extent that the Village is unable to locate its client records, or they were not previously provided, the Consultant agrees to cooperate with the Village in its production of documents under these requirements. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

11. Equal Employment Opportunity.

- 11.1. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:
 - 11.1.1. That the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;
 - 11.1.2. That, if the Consultant hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Consultant may reasonably recruit; and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;
 - 11.1.3. That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service;
 - 11.1.4. That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Consultant will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract;
 - 11.1.5. That the Consultant will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations;

- 11.1.6. That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations;
- 11.1.7. That the Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 12. Prohibition of Segregated Facilities. The Consultant will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise, the Consultant shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Consultant will retain such certifications in its files.
- 13. Sexual Harassment Policy. The Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 14. Assignment of Contract. The Contract shall be deemed to be exclusive between Village and the Consultant. This Contract shall not be assigned by the Consultant without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Consultant for any reason.
- **15. Arbitration.** The Arbitration clause in the Institutional Brokerage Application and Agreement and Section 18 of the Terms and Conditions is hereby deleted.
- 16. Hold Harmless. The Hold Harmless provision in section 15 of the Terms and Conditions is modified to reflect that the hold harmless provision does not apply to any liability or expense if Consultant in following the decision, instruction, transaction or strategy of the Village or its personnel if the liability or expense resulted from the Consultant's negligence or reckless or intentional conduct.

- 17. Indemnification. The Consultant shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the reckless conduct or willful misconduct in performance of the Services by the Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the reckless conduct or willful act of the Village, its officials, employees and volunteers.
- 18. Notices. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the Village:

Village of Brookfield 8820 Brookfield Avenue Brookfield, Illinois 6051

Attn: Keith R. Sbiral, Village Manager

ksbiral@brookfieldil.gov

With a copy to:

Richard J. Ramello

Storino, Ramello & Durkin

9501 West Devon Avenue, Suite 800

Rosemont, Illinois 60018 <u>rramello@srd-law.com</u>

If to the Consultant:

PMA Securities, Inc.

2135 City Gate Lane, 7th Floor

Naperville, IL 60563 Attn: James O. Davis Chief Executive Officer jdavis@pmanetwork.com

PMA Securities, Inc.

2135 City Gate Lane, 7th Floor

Naperville, IL 60563 Attn: Lori A. Ragus

General Counsel and Chief Compliance Officer

lragus@pmanetwork.com

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m.,

or if not completed by 5:00 p.m., on the next business day; or, (iii) upon the second (2nd) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to whom service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 16. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 16.

- 19. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Consultant. This Agreement is executed that day and year first written above.
- 20. Termination of Agreement. This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date, provided, however, that the term of this Agreement shall not exceed the term of the Village President holding office at the time that this Agreement is executed. In such event, the Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed. The Village's financial obligations under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligations. This Agreement shall not constitute a debt or obligation of the Village within any statutory or constitutional provision. Each fiscal year during which the Village utilizes the services of the Consultant, the Village shall include in the appropriation ordinance presented to the Village's board of trustees a proposed appropriation for the compensation to which the Consultant is entitled under this Agreement, if any. The decision of the Village's board of trustees not to appropriate funds in any given year for this Agreement shall operate to terminate this Agreement.
- 21. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.
- 22. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Village: Village of Brookfield, Illinois, an Illinois municipal corporation	Consultant: English Concepts, Inc. doing business as PMA Securities, Inc., an Illinois corporation
By:Kit P. Ketchmark, Village President	By: James O. Davis, President
ATTEST:	

By:_	
	Brigid Weber, Village Clerk

CONSULTANT'S CERTIFICATION

- I, James O. Davis, Chief Executive Officer English Concepts, Inc. doing business as PMA Securities, Inc., (the "Consultant") hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village") as a condition of any Agreement with the Village that, to the best of his knowledge, Consultant is:
 - 1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - 2. Not barred from contracting as a result of a violation of either Section 33E-3 (bidrigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - 3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Consultant shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

- 1. The Consultant maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
- 2. The Consultant provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.)
- 3. The Consultant is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- 4. No Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the Consultant in accordance with Code of Ordinances of the Village of Brookfield, Chapter 2, Article VII;
- 5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield; and
- 6. To the best of his knowledge, the Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan,

forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

7. Neither the Consultant nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Dated: July, 2016	Consultant: English Concepts, Inc. doing business as PMA Securities, Inc.
	By:
	James O. Davis, Chief Executive Officer
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
that James O. Davis appear	notary public in and for the State and County aforesaid, hereby certify red before me this day in person and, being first duly sworn on oath, ted the foregoing certification as his free act and deed.
Dated:	Notary Public

Exhibit "B"

- INSTITUTIONAL BROKERAGE ACCOUNT APPLICATION & AGREEMENT PMA SECURITIES, INC.
- INSTITUTIONAL BROKERAGE ACCOUNT APPLICATION & AGREEMENT PMA FINANCIAL NETWORK, INC.
- TERMS AND CONDITIONS PMA SECURITIES, INC. PMA FINANCIAL NETWORK, INC.
 - VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS SERIES 2016

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598334.2



Naperville, IL 60563

info@pmanetwork.com 630.6	57.6400		
1. CLIENT INFORM	IATION (please print or ty	ppe):	
Entity Name to appear on Re	cords / Reports ("Entity"): _		
Legal Entity Name as filed wi	th the IRS (if known):		
Street Address:			
	City	State	Zip
Mailing Address (if different):			
	City	State	Zip
Account Contact:		Title:	
(Person to whom general correspo	ndence, account statements, confi	rmations, etc. should be a	addressed)
Telephone:	Ext:	Fax:	
E-Mail Address:			
Federal Employer Identificati	on Number:		(complete enclosed IRS Form W-9)
2. TYPE OF ENTITY A. Indicate type		IZATION	
U.S. Municipal, Co	unty, State or Federal Govern	ment Entity*	Registered Investment Company*
U.S. Banking Institu	ntion/Other Regulated Financ	cial Institution*	Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority
Insurance or reinsu	rance company		
	12		Non-Profit Entities
Non-registered invo	estment lund omer Identification Program (CIP)) requirements.	Other Institutional:
	of Organization:		
(In addition to the inf Agreement identifying	ormation requested below, please g authorized signers.)	provide a signed resolut	tion dated within 12 months of the signature date of this Application and
Governmental Enti	ty		Corporation
Limited liability cor			Please provide a copy of the corporation's articles of incorporation.
Please provide a copy of	f the operating agreement.		Partnership
Trust			Please provide a copy of the partnership agreements.
Please provide a copy of	f the Trust Agreement.		Other:
3. LIST OF AUTHO	ORIZED PERSONS		
The following person(s) are a to, agreements to open broke information for additional Au	outhorized to take any and all ac rage accounts, related to the pur athorized Persons. The Entity w	tions, give any and all in rchase and sale of securi vill provide any addition	instructions and execute any and all documents, including but not limit ities on behalf of the Entity named above. If necessary attach the same ns or corrections to the list of Authorized Persons.
Print Name	F	Position	Signature
			Signature
Print Name	F	Position	Signature
Include Home addresses	for Authorized Signers for	r any entity that is n	not exempt from CIP requirements:
Name of Authorized Person		Street Address	City, State and Zip Code



info@pmanetwork.com 630.657.6400					
4. AFFILIATION WITH BRO	KER-DEALER OR PU	JBLIC COMPANY			
Is any Authorized Person employed by, or or the Financial Industry Regulatory Auth		stered broker-dealer, securities e	exchange,	Yes	No
Is any Authorized Person an officer , dire	ector, 10% shareholder or polic	cymaker of a U.S. publicly-trade	d company?	Yes	No
If you answered yes to either of the above the Authorized Person(s)'s employer:	questions provide the name of	the Authorized Person(s) and th	ne name and address o	f -	
5. INVESTMENT INFORMA	ΓΙΟΝ				
Investable Assets	Up to \$1 million	\$5-\$10 million		\$25-\$50 milli	
V 8 8 8	\$1 - \$5 million	\$10 - \$25 million	<u></u>	Over \$50 milli	
Anticipated Number of Trades	≤ 10/year	10-25/year		≥ 25/yo	ear
Investment Policy (provide copy)		State Statute	More Restricti	ve than State Statu	ıte
6. INSTITUTIONAL ACCOU	NT/SOPHISTICATEI	D MUNICIPAL MARK	ET PROFESSIO	NAL AFFIRM	MATION
Will the Entity's account meet the definition				Yes	No 🗌
The term "Institutional Account" means the investment adviser registered either with the securities commission (or any agency or offiotherwise) with total assets of at least \$50 n account or under management for the acco	e United States Securities and Ex ce performing like functions); on nillion as of the date of this Appl	xchange Commission under Sect r (3) any other person (whether a	tion 203 of the Investme I natural person, corpor	ent Advisers Act or ration, partnership	r with a state o, trust or
Do you agree that in connection with any	transaction effected by PMA yo	ou can make the following repre	sentations?	les	No
a. You are fully capable of evaluating investing involving a security or securities; and will its associated persons; (ii) the quality of exmarket agency transactions as to which PM functions and PMA Securities does not ex	exercise independent judgmen secution of your transactions by MA Securities' services have be	at in evaluating: (i) recommends y PMA Securities; and (iii) the to en explicitly limited to providin	ations of PMA Securiti ransaction price for no	ies, Inc. ("PMA Se on-recommended	ecurities") or secondary
 b. You have timely access to "material info the Municipal Securities Rulemaking Boan 			ry sources," in each cas	se as defined in Ru	ıle G-47 of
"Established industry sources" includes the l information relating to municipal securities municipal securities at issue.	MSRB's Electronic Municipal Ma transactions generally used by l	arket Access ("EMMA"*) system, brokers, dealers, and municipal s	rating agency reports, o ecurities dealers that ef	and other sources of Ject transactions in	of 1 the type of
Information is considered to be material if t investor in making an investment decision.	here is a substantial likelihood t	that the information would be co	nsidered important or s	ignificant by a rea	sonable
7. ELECTRONIC DELIVERY		€			
Check this box if you would like to enroll i					
As a client that has selected electronic deli These notifications will be sent to the ema electronic delivery.	very you will receive notification il address that you provide belo	ons that documents are available ow. Any accounts that you oper	e for review rather than in the future will also	n physical copies. be enrolled in	
Email address:					



info@pmanetwork.com | 630.657.6400

8. AGREEMENT AND SIGNATURES

By signing below, you:

- a. Acknowledge receipt of and agree to the terms of the Terms and Conditions for PMA Financial Network, Inc. and PMA Securities, Inc., which by this reference is incorporated herein, and that the Terms and Conditions, together with this Application and Agreement and any other agreements that we enter into with you, will govern each account that you open or request to be opened with PMA Securities.
- b. If you indicated you are a municipal entity above, you acknowledge receipt of the PMA Securities, Inc. Municipal Advisor Disclosure Statement.
- c. Agree that if you request our investment services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or securities other than municipal bond proceeds for a municipal advisory account.
- d. Acknowledge that PMA Securities is hereby authorized to rely upon the direction of any of the above Authorized Persons with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Persons.
- e. Certify that no one except the account holder listed on this Application and Agreement has an interest in the brokerage account.
- f. Certify that all information in this Application included in this Application and Agreement is current, accurate, truthful and complete.
- g. Agree to notify us promptly in writing of any material changes in the information you supply to us on this Application and Agreement. In particular, you agree to notify us in writing if: (i) the list of Authorized Persons is amended; (ii) any Authorized Person becomes affiliated with a broker-dealer, a U.S. stock exchange or FINRA, or becomes an officer , director or policymaker of a U.S. publicly-traded company; or (iii) any representation made above under "INSTITUTIONAL ACCOUNT/SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AFFIRMATION" above ceases to be true.

Signature	Position	Date	
Name (Print)			

Mail Completed Application To:

PMA Securities, Inc. • 2135 CityGate Lane, 7th Floor • Naperville, IL 60563 Phone : 630-657-6400 • Fax: 630-718-8701

	PMA Use Only:
Approval	Date
PMA Representative Signature	Date



info@pmanetwork.com 630.657.6400			
1. CLIENT INFORMATION)N (please print or type):		
Entity Name to appear on Records /	Reports ("Entity"):		
Legal Entity Name as filed with the I	RS (if known):		
Street Address:			
City		State	Zip
Mailing Address (if different):			
City		State	Zip
Account Contact:		Title:	
(Person to whom general correspondence,	account statements, confirmation		
Telephone:	Ext:	Fax:	
E-Mail Address:		***	
Federal Employer Identification Nun	nber:		(complete enclosed IRS Form W-9)
2. TYPE OF ENTITY/FOI	RM OF ORGANIZA	TION	
A. Indicate type of enti			
U.S. Municipal, County, St	ate or Federal Government I	Entity*	Registered Investment Company*
U.S. Banking Institution/O	ther Regulated Financial Ins	stitution*	Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority
Insurance or reinsurance of	ompany	F	Non-Profit Entities
Non-registered investment	fund		
• •	entification Program (CIP) requi	rements.	Other Institutional:
B. Indicate Form of Or		المسالة مسالة ما ما	the dated within 12 mouths of the signature date of this Application and
Agreement identifying author	ized signers.)	ae a signed resolut	ion dated within 12 months of the signature date of this Application and
Governmental Entity			Corporation
Limited liability company			Please provide a copy of the corporation's articles of incorporation.
Please provide a copy of the ope	erating agreement.		Partnership
Trust			Please provide a copy of the partnership agreements.
Please provide a copy of the Tri	ıst Agreement.		Other:
agreements to open brokerage accounts	to take any and all actions, give , related to the purchase and sa	ale of securities or	uctions and execute any and all documents, including but not limited to a behalf of the Entity named above. If necessary attach the same infor- rections to the list of Authorized Persons.
Print Name	Position		Signature
Print Name	Position		Signature
Print Name	Position		Signature
Include Home addresses for Auth			
Name of Authorized Person	Stree	t Address	City. State and Zip Code



info@pmanetwo	rk.com 630.657.6400					•
4. INVEST	MENT INFORMA	ATION				
Investable Ass	sets	Up to \$1 million	\$5-\$10 \$10 - \$25	million million		25-\$50 million ver \$50 million
Anticipated N	Number of Trades	≤ 10/year	10-	-25/year		≥ 25/year
Investment Po	olicy (provide copy)		State	e Statute M	fore Restrictive tha	n State Statute
5. ELECTE	RONIC DELIVERY	•				
Check this box	if you would like to enroll	in electronic delivery and ag	ree to be bound by the	terms and conditions	of electronic deliv	ery:
As a client that	has selected electronic del ons will be sent to the ema	ivery you will receive notifica ail address that you provide b	tions that documents a	are available for reviev	w rather than physi	ical copies.
Email address:						
6. AGREEI	MENT AND SIGNA	ATURES				
By signing belo	w, you:					
this reference is	incorporated herein, and	ne terms of the Terms and Co that the Terms and Condition ach account that you open on	ns, together with this A	Application and Agree	ement and any oth	s, Inc., which by er agreements
and you acknow	t none of the funds to be d wledge that if you have any Securities, Inc., a registered	leposited in this PMA Financ y proceeds from an offering c I municipal advisor.	ial Network account ar f municipal securities	re proceeds from an o for investment throug	ffering of municip th PMA, you will c	al securities, open an account
to the investme	nt and withdrawal of mon	work is hereby authorized to nies, contracts and agreement n the list of Authorized Perso	s on your behalf unless	a of any of the above A and until PMA has r	Authorized Person eceived written no	s with respect tice from you
d. Certify that r	no one except the account	holder listed on this Applica	tion and Agreement ha	as an interest in the br	okerage account.	
e. Certify that a	all information in this App	olication included in this App	lication and Agreemer	nt is current, accurate,	, truthful and com	plete.
f. Agree to not	ify us promptly in writing	of any material changes in the f the list of Authorized Person	ne information you sup			
Your accounts : Conditions. Yo	at PMA Financial Networ ou acknowledge that you l	rk are governed by a predisp have received a copy of the	ute arbitration clause ferms and Conditions	, starting on page 3, 5 , including the pre-d	Section 18 of the T ispute arbitration	lerms and clause.
Signature		Position		Date	е	*
Name (Print)						
_						
Mail Completed Application To:						
PMA Financial Network, Inc. • 2135 CityGate Lane, 7th Floor • Naperville, IL 60563						
	Phone: 630-657-6400 • Fax: 630-718-8701					
	PMA Use Only:					
	Approval			Date _		
	PMA Representative S	Signature		Date _		

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TERMS AND CONDITIONS PMA Financial Network, Inc. PMA Securities, Inc.

References in this Agreement to "we," "our," or "us" are to PMA Financial Network, Inc. and/or PMA Securities, Inc., as the context requires, and references to "you" or "your" are to the account owner.

General Account Terms

 Applicable PMA Entity: Securities and municipal advisory brokerage services, and investments cleared through our clearing firm are offered through PMA Securities, Inc., a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB), and a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investors Protection Corporation (SIPC). All other products and brokerage services are generally provided by PMA Financial Network, Inc.

Sections 1 through 23 of these Terms and Conditions, which are included "The General Terms and Conditions" heading, apply to any accounts maintained with PMA Financial Network, Inc. or PMA Securities, Inc. (collectively "PMA"), which are under common ownership. Sections 24 through 27, which are included under the heading "Terms Applicable to PMA Securities Accounts Only," apply only to accounts maintained with PMA Securities, Inc. The Application & Agreement for the applicable PMA company, and these Terms and Conditions, constitute the "Agreement."

Account: When we approve your Application, we will open a brokerage account for you to purchase and sell investments for your account and on your instructions. Certain of these accounts may constitute Municipal Advisor accounts which are subject to additional Terms and Conditions set forth in paragraphs 28 through 34). In either case, you acknowledge that the account is a non-discretionary account and we do not take discretion over the selection of investments in the account. You agree that you have the ultimate decision making authority over investments in the account and that all orders are based on your own investment decisions or the investment decisions of your duly authorized personnel. You understand that, except as provided by law, you are solely responsible for all orders entered, including, but not limited to, trade qualifiers, the number of trades entered, investment strategies and risks associated with each trade, and will not hold PMA nor any of its officers, directors, employees, agents or affiliates liable for those investment decisions.

Any account that you maintain with us is not an investment advisory account. For you to open an investment advisory account through PMA's affiliate, Prudent Man Advisors, Inc., you must sign a separate agreement with that entity. If you have any questions as to whether an account is a brokerage account, municipal advisory account or investment advisory account, or the difference between these types of accounts, please contact us.

No Legal or Tax Advice. You acknowledge that we do not and will not provide legal or tax advice.

- Commissions and Fees: You agree to pay our brokerage commissions, charges and other fees, as they exist from time to time and apply to your transactions and services you receive. You also acknowledge that where we act as principal in buying a security from you or selling a security to you we receive compensation in the form of a markdown, which is a decrease in the price paid to you below the price prevailing in the market, or a markup, which is an increase in the price charged to you over the price prevailing in the market. You also acknowledge that for deposit products, we act as your agent and offer you a net rate, with our fee being taken from the gross rate paid by the financial institution. From time to time, we execute transactions for deposit products with the assistance of a third party consultant or procure insurance. You agree to pay for the cost of such insurance or any fees charged by such third party consultant. You further agree to pay all applicable taxes, including, without limitation, state and local excise taxes.
- 5. Rules and Regulations: You acknowledge that this Agreement, any brokerage or other account(s) that you maintain with us and any transactions you make are subject to all applicable federal and state laws, rules, and regulations and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed. You represent all transactions effected by us for you are in compliance with all laws governing your investments and by your investment guidelines.
- 6. Payment, Settlement, and Liquidation: We will not hold funds or securities for you. All transactions in your account will settle on a delivery versus payment/receipt versus payment basis. When you purchase securities or other investments on a cash basis, you agree to pay for the investments by settlement day.

We may require full payment before we accept your order. When you sell long investments, you must own the investments when you place the order. You also agree to make good delivery of the investments you are selling by settlement day. If you do not pay for a long investment by the settlement day, PMA may liquidate that position at market prices and charge you any actual fees or costs. PMA will use best efforts to notify you electronically before taking such actions but in all cases has the power to liquidate the position without your authorization.

If you have other obligations to us, which you do not satisfy on a timely basis, for our protection, or to satisfy your obligations to us, we may, at our discretion, without prior demand or notice but after using best efforts to notify you electronically, sell or otherwise liquidate all or any part of the securities and other property securing your obligations or close any or all transactions in your Brokerage Account. In this regard, we may transfer securities and other property that are now or in the future, held, carried, or maintained in or through the Brokerage Account and, to the extent of such account holder's interest, any present or future brokerage account with us in which such an account holder has an interest. You are responsible for costs, commissions, and losses arising from any actions we must take to liquidate or close transactions in your Brokerage Account or from your failure to make timely, good delivery of securities.

- Restrictions on Trading: You understand that we may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities or investments, or to substitute investments, in your Brokerage Account.
- 8. Provision of Market Data: We may convey to you through telephone, electronic, or other means last sale transaction data, bid and asked quotations, and other information relating to securities or other investments and the securities markets (collectively referred to in this section as "market data").

We obtain market data from securities exchanges and markets and from parties that transmit market data (collectively referred to in this section as "the market data providers"). All market data is protected by copyright laws. We provide market data for your personal, non-commercial use; you may not sell, market, or redistribute it in any way, unless you've entered into written agreements with the appropriate market data providers. We may terminate your access to the market data at any time in our sole and absolute discretion.

We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data, and the availability of the market data without interruptions, can't be guaranteed either by us or the market data providers. Neither we nor the market data providers will be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, non-performance, or interruptions in the availability of market data or your access to market data, whether or not due to any negligent act or omission by us or the market data providers. You acknowledge that the provision of such market data does not constitute a recommendation by us to purchase or sell any security or any financial, tax or legal advice by us. The market data is provided "as is" and on an "as available" basis. There is no warranty of any kind, express or implied, regarding the market data.

You are fully capable of evaluating securities, reading markets, and recognizing portfolio diversification. However, the market data and other analysis provided by PMA may assist in your investment decisions. Any quotations generated from market data will also be considered subject to availability.

- 9. Orders/Confirmation of Transactions: You agree not to use email or voicemail to transmit orders to purchase or sell a security or other investment and further agree that we are not liable for any actions taken or any omissions to act as a result of any email or voicemail message you send to us. Transactions entered into for your account shall be confirmed in writing where required by applicable law or regulation. You agree that transactions on your statements and confirmations shall be conclusively be deemed accurate, binding and authorized by you unless you notify us in writing within 10 days.
- Consent to Monitoring and Recording: You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring and recording.
- 11. Notification: We will send all notices and communications relating to your Brokerage Account to you at the mailing address or, where applicable, the electronic mail address indicated in your Institutional Brokerage Account Application ("Application"), or to another address you specify to us in

writing. Any communication we send to such mailing address, whether by mail, courier, or otherwise, or to your electronic mail (cmail) address is considered delivered to you personally, whether or not you actually receive it. You agree to promptly notify us of any changes in your mailing address or e mail address.

12. Email and Electronic Delivery. If you have indicated in your Application that you consent to electronic delivery, you authorize us to deliver all communications to you by the following methods: (i) by email at the address specified in the Application; (ii) by sending you an email that includes a hyperlink to the website or an address on the Internet where the information is posted, and can be read and printed; and (iii) by sending you a notice that directs you to an address on the Internet or a place within a website where the communication is posted and from which it can be read and printed. This delivery will be effective whether or not you access or review the communication. Even if you have consented to electronic delivery, we may choose to send communications to you by other means, and if we do so that will not affect your consent. You must notify us of any change in your email address. Although we will not charge you for sending electronic communications, you understand that other online subscription fees or charges by Internet service providers may apply. You may revoke your consent to electronic delivery of communications and elect to receive documents in paper

All email sent to and from us is subject to monitoring, review by or disclosure to someone other than your intended recipient. You acknowledge that there may be delays in email being received by your intended recipient. You agree to hold us harmless for any delay in email delivery regardless of whether the delay was caused by us or a third party. Email sent to and from an address of PMA will be retained by our corporate email system. Electronic communications with us via our website or a wireless device are also subject to monitoring, review by or disclosure to someone other than the recipient and we will retain these communications as may be required by law.

- 13. Losses Due to Extraordinary Events; Limitation of Liability: We shall not be liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange market.
- 14. Warranty Disclaimer; Damage Limitation: Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with your Brokerage Account. Both parties to this Agreement agree that the only appropriate measure of damages for any breach of this Agreement are compensatory damages and that in no event shall either party be entitled to incidental, special, indirect, punitive or consequential damages.
- 15. Hold Harmless: You hereby agree to hold PMA and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages you may suffer with respect to any such decisions, instructions, transactions or strategies employed in

your brokerage account by you or the Authorized Persons identified in your Application, or as a result of any breach by you of any of the covenants, representations, acknowledgments or warranties herein.

16. Anti-Money Laundering Requirements: The USA PATRIOT Act is designed to detect, deter, and punish terrorists and others who engage in money laundering or disguising illegally obtained funds so that the funds appear to come from legitimate sources or activities. All brokerage firms are required to have anti-money laundering programs. As part of our program, we may require you to provide various identification documents or other information to verify your identity and/or your institution's identity. Until you provide the information or documents we need, we may not be able to open an account or effect any transaction for you.

You represent that neither you nor any other person who has an ownership interest in, or authority over, your account is or has been a Politically Exposed Person, also known as a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure, within the meaning of the U.S. Department of the Treasury's Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption and as referenced in the USA PATRIOT Act. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, your account is a corporation, business or other entity that is beneficially or majority owned or controlled by the senior foreign political figure. If you, any other owner of or authorized person on your account is or has been such a figure, you agree to disclose that fact to us and provide the necessary information required by law to open and/or to service your account. You also represent that your account will not be used for any transactions with, or for the benefit of, any person, entity or country that is the subject of any sanctions administered or enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), including, but not limited to, any person, or entity designated on OFAC's List of Specialty Designated Nationals. For the purpose of this section, a "Politically Exposed Person" is a current or former senior official in the executive, legislative, administrative, a military or judicial branch of a foreign government (whether elected or not) or a senior official of major foreign party, a senior executive of a foreign government-owned corporation or a corporation, business or other entity formed by or for the benefit of such a figure. The term "politically exposed person" includes a current or former senior foreign political figure's "immediate family" which includes, but is not limited to, parents, siblings and inlaws or a "close associate," which means a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure, including a person in a position to conduct substantial domestic and international financial transactions on behalf of such figure. For a discussion of the preceding terms and definitions, see

http://federalreserve/gov/boarddocs/srletters/2001/sr0103/hrm.

17. Termination: You may terminate this Agreement and any account that you maintain with us at any time by giving us written notice, after paying any obligations you owe to us. We may terminate any account that you maintain with us and any or all services rendered under this Agreement at any time and for any reason in our sole and absolute discretion. Closing an account or terminating services will not affect rights and obligations incurred or arising prior to closure or termination. This Agreement will survive termination of your account(s) and

will continue to apply to any disputed or other remaining matters arising from our relationship.

- 18. Arbitration: This Agreement contains a predispute arbitration clause. By signing this Agreement, the parties agree as follows:
 - All parties to this Agreement are giving up the right to suc each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - The arbitrators do not have to explain the reason(s) for their award.
 - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
 - The arbitration proceeding will be held at such location as may be required by applicable regulations.

You agree to settle by arbitration any controversy, dispute, claim or grievance between you or your officers, directors, employees or agents, and us, any of our affiliates or our or their shareholders, officers, directors, employees or agents arising out of, or relating to, this Agreement, your Brokerage Account or account transactions, or in any other way arising from your relationship with us. arbitration will be conducted before and in accordance with the rules then prevailing of the American Arbitration Association, unless (i) the rules of FINRA, (ii) another United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member or (iii) an order of court require that the arbitration be conducted under differing rules. The results of any arbitration proceeding shall be final and may be enforced by a court of competent jurisdiction. Either of us may initiate arbitration by serving or mailing a written notice to the other. The notice must specify which rules will apply to the arbitration, and such specification will be binding on both of us. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement

except to the extent stated herein.

- 19. Entire Agreement, Amendment, and Waiver: This Agreement, any attachments hereto, our privacy policy, business continuity policy, and terms contained on statements and confirmations sent to you, as amended from time to time, contains the entire agreement between you and us with respect to the subject matter hereof.
- 20. Governing Law: This Agreement is governed by the laws of the State of Illinois (without regard to its conflict of law provisions), as applied to contracts entered into and completely performed within the State of Illinois.
- 21. Assignment: You may not assign your rights and obligations under this Agreement without first obtaining our prior written consent. We may transfer your Brokerage Account and assign our rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity after 30 days prior written notice to you. This Agreement is binding upon, and inures to the benefit of, your and our successors and permitted assigns, if any.
- 22. Severability: If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.
- 23. Amendments and Waivers. We may amend this Agreement and if we do so will give notice to you before the changes take effect. In the event you do not agree to an amendment, we may close and liquidate your Brokerage Account in an orderly manner. No amendment of any nature will affect either of our obligations incurred prior to the effective date of the amendment.

A waiver shall be effective only for the specific purpose for which given. Our failure, at any time, to require strict compliance by you with any provision of this Agreement shall not constitute a waiver, or affect or diminish our right to demand strict compliance by you with any other provision of this Agreement.

Terms Applicable to PMA Securities Accounts Only

- 24. Consent/Official Communications Regarding Securities: You authorize the disclosure of your name, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to: (1) an issuer of municipal securities; (ii) a trustee for an issue of municipal securities in its capacity as trustee; (iii) a state or federal tax authority; or (iv) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. You further authorize the disclosure of your name, security position(s) and contact information for purposes of receiving official communications relating to non-municipal publicly traded securities from an issuer of such securities.
- 25. FINRA Public Disclosure Program: As a member of FINRA,

- PMA Securities, Inc. is required to disclose the availability of BrokerCheck, an online tool that provides information on FINRA-registered firms. To access BrokerCheck or download a brochure, go to www.finra.org. You can also call the BrokerCheck Hotline at (800) 289-9999.
- 26. SIPC and Other Insurance Coverage: You understand that PMA Securities, Inc. is a member of the Securities Investor Protection Corporation ("SIPC") and that SIPC currently protects the securities in your PMA Securities, Inc. Brokerage Account up to \$500,000, with a limit of \$100,000 for cash balances, which are being held for purposes of investment. Cash balances not held for investment purposes (e.g. the sole purpose is to collect interest) may not be covered by SIPC. You acknowledge that these SIPC protections do not cover fluctuations in the market value of your securities. A brochure with the details of SIPC's protections is available at www.sipc.org or by calling (202) 371-8300.
- 27. Restrictions on Ability to Sell Securities: Before instructing us to sell any securities that are "restricted securities" or securities of an issuer of which you are an "affiliate" as those terms are defined in Rule 144 under the Securities Act of 1933, or securities that are otherwise not freely transferable as the result of an agreement with the issuer of such securities or otherwise. You will advise us as to the status of such securities, obtain clearance from us as to the salability of such securities, promptly furnish whatever information and documents (including opinion of legal counsel) that we may reasonably request and not sell, pledge, assign or transfer such securities unless you first provide any such required or requested documents.

Terms Applicable to Municipal Advisor Accounts—Investment of Bond Proceeds

- 28. Identification of Municipal Advisory Accounts. You agree that if you request our services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or security other than municipal bond proceeds for a municipal advisory account. When performing municipal advisory activities relating to the investment of proceeds of an offering of municipal securities for you as a municipal entity client or an obligated person client, we are acting as a municipal advisor and any accounts with bond proceeds are deemed municipal advisory accounts subject to these provisions. For operational purposes, a municipal advisory account will be a sub-account, but for all other purposes will be treated as a separate account.
- 29. Scope of Services. Upon opening a municipal advisory account, we will work with you in an effort to determine suitable investment options for the investment of your proceeds of municipal securities, given the timetable, cash flow and permitted investments you have presented. You acknowledge that any municipal advisory account is a non-discretionary account and we do not take discretion over the selection of investments in the account. You agree that you have the ultimate decision making authority over investments in the account and that all orders are based on your own investment decisions or the investment decisions of your duly authorized personnel. If all proceeds from the issuance were invested through PMA, if requested, PMA will also assist you in bond proceeds management/arbitrage reporting for

- compliance with provisions of the Internal Revenue Service, subject to review by your legal and accounting professionals.
- 30. Municipal Advisor Disclosures. You acknowledge that we have provided you with the PMA Securities, Inc. Municipal Advisor Disclosure Statement, which contain important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document also will specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that we file with the SEC and a brief explanation for the materiality of the change or addition.
- 31. Limitations on Engagement or Scope of Services. Nothing in this Agreement should be construed as altering or limiting our duties as a municipal advisor. However, we may limit the scope of our engagement, duties and services with respect to any municipal advisory account by subsequent agreement with you.
- 32. Information Required in Connection with Recommendations. For any recommendation for a municipal advisor account, we will seek to provide suitable recommendations based on information obtained through the reasonable diligence of the firm. You agree to provide such information to assist in this process.
- 33. Fee Schedule. You acknowledge receipt of our standard fee schedule applicable to transactions in your account, unless we have agreed to a different fee schedule which shall supersede the standard fee schedule. The confirmation will provide information relating to fees or sufficient information to determine the markups or markdowns charged for such transaction.
- 34. Form MA and MA-I. As a municipal advisor, we have filed a Form MA for the firm and a Form MA-I for each person conducting municipal advisory activities associated with the firm. Forms MA and MA-I require the disclosure of information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation regarding a municipal advisory firm and its associated persons who engage in municipal advisory activities. You may access these forms regarding the firm through the SEC Edgar system located at https://www.sec.gov/cgi-bin/browse-edgar?company=English+Concepts%2C+Inc.&owner=exclude&action=getcompany and searching for English Concepts, Inc., which is our formal corporate name.

RESOLUTION NO. R - 2016 - 1056

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR CONTRACT C – PAVING IMPROVEMENTS FOR THE 2016 STREET IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 11^{TH} DAY OF JULY 2016

RESOLUTION NO. R - 2016 - 1056

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR CONTRACT C – PAVING IMPROVEMENTS FOR THE 2016 STREET IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village of Brookfield (the "Village") has the authority to improve and maintain roadways within its corporate limits;

WHEREAS, the Village proposes to mill and resurface approximately 80,000 square yards of pavement in the Village of Brookfield (the "Project").

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publically opened, examined and declared at 10:00 a.m. on Wednesday, June 29, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is K-Five Construction Corporation.

NOW, THEREFORE, BE IT RESOLVED by the board of trustees of the Village of Brookfield, Cook County, Illinois, as follows:

<u>Section 1:</u> Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

<u>Section 2</u>: Lowest Responsible Bidder. The corporate authorities do hereby find K-Five Construction Corporation to be the lowest responsible bidder for the construction of the Project.

<u>Section 3:</u> Contract Award. K-Five Construction Corporation is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

<u>Section 4:</u> Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to K-Five Construction Corporation, the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by K-Five Construction Corporation.

Section 5: Authorization to Execute Contract. Provided that K-Five Construction Corporation returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall

be paid for each craft or type of worker needed to execute the Contract or to perform such work.

<u>Section 7:</u> Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 11th day of July 2016, pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	- · · · · · · · · · · · · · · · · · · ·
APPROVED by me this 11 th da	ay of July 2016.
ATTESTED and filed in my office, this 11 th day of July 2016.	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
The fire day of early 2010.	

Exhibit "A" VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: K-Five Construction Corporation 13769 Main Street Lemont, Illinois 60439

PROJECT DESCRIPTION: Contract C - Paving Improvements - 2016 Street Improvements Project - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of One Million, Seventy Thousand Nine Hundred Ten Dollars (\$1,070,910.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

VILLAGE OF BROOKFIELD, ILLINOIS,

Dated this 11th day of July 2016.

Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois

	By:
ATTEST:	Village of Brookfield, Cook County, Illinois
Dur	

ACCEPTANCE OF NOTICE

Receipt of the above Notice Construction Corporation thisc			acknowledged	by	K-Five
	K-Five Cor	nstruction	Corporation		
	Ву:		Preside	 nt	



July 5, 2016

Mr. Keith Sbiral, Village Manager Village of Brookfield 8820 Brookfield Avenue Brookfield, Illinois 60513

Re:

2016 Street Improvements Project - Contract C - Paving Improvements

Dear Keith:

Sealed bid proposals for the proposed 2016 Street Improvements Project - Contract C – Paving Improvements were received and publicly opened at 10:00 A.M. on Wednesday, June 29, 2016 at the Brookfield Village Hall.

A total of seven (7) contractors obtained bidding documents for this project and the Village received proposals from three (3) qualified companies. The bid proposal results are as follows:

CONTRACTOR

BID PROPOSAL AMOUNT

K-Five Construction Co., Inc.	\$1,070,910.00
Brothers Asphalt Paving, Inc.	1,146,198.35
J. A. Johnson Paving Co.	1,193.750.00
Engineer's Estimate	\$1,715.600.00

Each of the bid proposals was properly completed. All were accompanied by the required bid security.

The lowest bidder, K-Five Construction Co., Inc., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. It is our recommendation that the Village accept the bid proposal submitted by K-Five Construction Co., Inc.

We have enclosed a copy of the bid tabulation for the project. Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

Derek Treichel, P.E., CFIVI

Enclosure

BID TABULATION
BID DATE & TIME:
Wednesday, June 29, 2016 - 10:00 AM
PROJECT:
RYDIGOKFIELD - 2016 STREET IMPROVEMENTS PROJECT - CONTRACT C - PAVING IMPROVEMENTS
K:/bidtabs/BROOKFLD/16-06401 - 2016 St Imp-Cont C-Paving

	QUANTITY UNI	TINU T	ENGINEER'S ESTIMATÈ PRICE TOTAL PRICE	K-FIVE C	K-FIVE CONSTR CO.	BROTHERS / UNIT PRICE TO	BROTHERS ASPHALT PAV IT PRICE TOTAL PRICE	JOHNSON UNIT PRICE TO	JOHNSON PAVING UCE TOTAL PRICE
1 Incidental HMA Surface Removal	200 Sq		2,000.00	50.00	10,000.00	10.00	2.000.00	17 00	3 400 00
2 HMA Surface Removal	59,000 sq		236,000.00	2.00	118,000.00	1.80	106.200.00	1,65	97,350,00
3. HMA Surface Removal (Sahler & Gerritsen)	21,500 Sq	Yd 5.00	107,500.00	2.00	43,000.00	2.50	53,750,00	2.50	53 750 00
4 Conc Surface Removal	300 SqYd		2,100.00	25.00	7,500.00	15.00	4,500.00	4,50	1.350.00
5 Incidental HM Surfacing		on 200.00	10,000.00	75.00	3,750.00	150.00	7,500.00	155.00	7.750.00
6 Class D Patches, 6"		SqYd 60.00	24,000.00	40.00	16,000.00	50.00	20,000.00	45.00	18,000.00
7 Shaping, Grading, Compacting Aggregate Base			43,000.00	1.00	21,500.00	1.00	21,500.00	1.00	21,500.00
8 Aggregate Base Removal	300		6,000.00	7.50	2,250.00	15.00	4,500.00	14.00	4.200.00
9 Undercut Exca & Instal of Porous Granular Embmt			12,000.00	40.00	4,000.00	100.00	10,000.00	100.00	10,000.00
10 Bit Mati (Prime Coat)-SS-1			10,000.00	0.01	100.00	0.60	6,000.00	0.01	100.00
11 Bit Mati (Prime Coat)-MC-30	11,000 G		22,000.00	0.0	110.00	0.72	7,920.00	0.01	110.00
12 Mix for Cracks, Joints, Flangways	7 20 7		6,000.00	20.00	1,000.00	300.00	6,000.00	350.00	7.000.00
13 Leveling Binder (Machine Method)-N50	2,700 Tr	•	270,000.00	61.00	164,700.00	96.00	178,200.00	65.25	176,175,00
14 HMA Binder Course, IL-19.0,N50	2,900 Tr	on 80.00	232,000.00	56.00	162,400.00	62.00	179,800.00	00:09	174,000.00
15 HMA Surface Course, MixD, N50	7,100 Tr		639,000.00		433,100.00	64.50	457,950.00	64.50	457,950.00
16 Fr & Gr to be Adj (Pivoted Tumbuckle M/H Riser)	150 Ea		45,000.00	300.00	45,000.00	200.00	30,000.00	300.00	45,000.00
17 Fr & Gr to be Adjusted	10 EE	• •	3,500.00	00.009	6,000.00	500.00	5,000.00	00.009	6,000.00
18 Thermoplastic Pvmt Mkg-Line 6"	2,900 Fc		5,800.00	1.00	2,900.00	1.03	2.987.00	66.0	2 871 00
19 Thermoplastic Pvmt Mkg-Line 12"	500 F	5.00	2,500,00	2.00	1,000.00	2.07	1.035.00	100	00 066
20 Thermoplastic Pvmt Mkg-Line 24"	900 F	Foot 8.00	7,200.00	4.00	3,600.00	4.15	3,735,00	3.96	3.564.00
21 Traffic Control & Protection	, ,	s 30,000.00	30,000.00	25,000.00	25,000.00	37,621.35	37,621.35	102,690.00	102,690.00
TOTAL AMOUNT OF BID			\$ 1,715,600.00		\$ 1,070,910.00		\$ 1,146,198.35		\$ 1,193,750.00



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688 (708) 485-7344 • FAX (708) 485-4971 www.brookfieldil.gov

> VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING Monday, July 11, 2016

7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

AGENDA

VILLAGE PRESIDENT	Γ
Kit P. Ketchmark	

VILLAGE CLERK Brigid Weber

BOARD OF TRUSTEES Ryan P. Evans Michael J. Garvey Nicole M. Gilhooley David P. LeClere Brian S. Oberhauser Michelle D. Ryan

VILLAGE MANAGER Keith R. Sbiral

MEMBER OF Illinois Municipal League Proviso Township Municipal League West Central Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO ZOOLOGICAL SOCIETY

A.	Discussion – Cancel August 8 Village Board/Committee of the Whole Meeting
B.	Discussion – Brookfield Public Library Referendum
C.	Addresses from the Audience – Any member of the audience who wishes to
	address the President and Village Board may do so at this time
D.	Adjournment



ITEM:

August Meeting Cancelation

COMMITTEE DATE:

July 11, 2016

PREPARED BY:

Keith Sbiral, AICP, Village Manager

PURPOSE:

Cancel meeting

BACKGROUND:

Proposal to cancel first meeting in August.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Cancel the August 8, 2016 Board and Committee Meeting.

REQUESTED COURSE OF ACTION:

The Board must approve of meeting cancelation by resoulution.



ITEM: Brookfield Public Library Referendum

COMMITTEE DATE:

July 11, 2016

PREPARED BY:

Keith Sbiral, AICP, Village Manager

PURPOSE:

Library Referendum

BACKGROUND:

The Brookfield Public Library is a component unit of the Village of Brookfield. The Village Board must therefore consider referendum language proposed by the Library for a fall referendum for building construction. The Village Board must make a determination at the second meeting in July in order to make referendum deadlines. Without Village Board approval the referendum language can not appear on the ballot.

ATTACHMENTS:

1. Referendum Proposal from Brookfield Public Library

STAFF RECOMMENDATION:

Library Staff will present the referendum proposal.

REQUESTED COURSE OF ACTION:

Consideration of the Library referendum language.

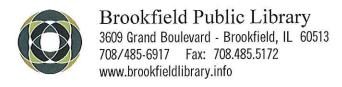


RESOLUTION 2016-05 APPROVING BALLOT FORM FOR BROOKFIELD LIBRARY BONDS

General election held on the 8th day of November, 2016:

Shall the Village of Brookfield, Cook County, Illinois, erect a new public library building, furnish necessary equipment therefor and issue its bonds to the amount of not to exceed \$10,300,000 for the purpose of paying the costs thereof?

The notice of the election must include a statement that the library bonds will bear interest at the rate of not to exceed 9.00% per annum.



June 23, 2016 For Immediate Release

Contact: Christy Eyre

708/485-6917, x 146

ceyre@brookfieldlibrary.info

Library Trustees Approve Referendum Question for New Library

After more than two years of input meetings with the residents of the Facility Advisory Committee, four public community engagement sessions, three open houses and additional planning with architects and the Village of Brookfield, Library Trustees voted unanimously at their monthly June meeting to place a referendum question for the construction of a new, full-service Library on the November 8, 2016 ballot.

In the last ten years, the Library has been unable to meet resident demand due to lack of space. In 2015 alone, over 700 residents were turned away from Library classes. Circulation of materials, participation at events and classes and usage of computers at the Library have all more than doubled, with the Library serving as the information hub and community center for Brookfield. With a meeting room that holds a maximum of 31 people, shelves bursting at the seams, and adults, children and teens crowded together in one small space, the Library cannot fulfill its mission in the current facility.

- William III	2005	2015	
Visits to the Library	95,852	138,501	
Materials Check Out	150,903	307,836	
Adult Class Attendance	584	2,936	
Youth Class Attendance	7,317	12,367	
Computer/Internet Usage	11,849	29,280	

Over the course of ten years, Trustees have judiciously saved 4.2 million dollars in a Special Reserve capital fund for the new 32,000 square foot facility. The estimated tax impact of the proposed \$10.3 million bond measure will be \$137 annually or \$11.42 monthly for a \$200,000 home.

In addition to adopting the referendum question, Trustees also took action to discharge the Facility Advisory Committee since their charge has been fulfilled. The Library Board sincerely thanks all residents who volunteered to serve on the Committee, especially Co-Chairs Suzanne Williams, Marty McNulty and Bob Lifka. The work of the Committee as well as architectural plans and cost information may be found at www.place2016.org.

Libraries today are anything but quiet - join in the noise and connect with your community - one page at a time.



RESOLUTION 2016-04

RESOLUTION approving a plan and estimate of cost and determining financing for a new library building and related expenses for the Brookfield Public Library, and requesting that the Village of Brookfield, Cook County, Illinois, submit a proposition to issue not to exceed \$10,300,000 Library Bonds to the voters of said Village at the general election to be held on the 8th day of November, 2016.

WHEREAS, The Board of Library Trustees of the Village of Brookfield, Cook County, Illinois (the "Library Board"), is the governing body of the Brookfield Public Library (the "Library") within the Village of Brookfield, Cook County, Illinois ("Village"), operating, inter alia, under and pursuant to the Illinois Local Library Act and the Local Government Debt Reform Act of the State of Illinois, and is responsible for the maintenance and operation of the Library; and

WHEREAS, the Library Board has worked with its architect and financial consultant to prepare a plan and estimate of cost (such plan and estimate of cost being respectively referred to herein as the "Plan" and the "Estimate") and determine the financing for the purpose of erecting a new two-story public library building on vacant land owned by the Library across Lincoln Avenue from the existing library building, demolishing the existing library building, furnishing necessary equipment for the new library building, acquiring library materials, and providing site improvements including parking, sidewalks and streetscape (collectively, the "Project"); and

WHEREAS, in determining the financing for the Project the Library Board has determined that an estimated amount of \$14,500,000 is needed for the Project; and

WHEREAS, the Library has \$4,200,000 in lawfully available funds to pay a portion of the costs of the Project; and

WHEREAS, in order to raise the remainder of the funds for the Project, the Library Board has determined that it is in the best interests of the residents of the Village that bonds of the Village (the "Library Bonds") be issued in an amount not to exceed \$10,300,00 for the purpose of paying to erect a new public library building and furnishing necessary equipment therefor; and

WHEREAS, the Library Board now desires to request that the President and Board of Trustees of the Village (the "Village Board") consider submitting a proposition to issue not to exceed \$10,300,000 Library Bonds to the voters of the Village at the general election to be held on the 8th day of November, 2016 (the "Election"):

Now, Therefore, Be It Resolved by The Board of Library Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

- Section 1. The Plan and Estimate be and the same are hereby approved.
- Section 2. The Library Board does hereby determine that the estimated amount of \$14,500,000 is needed for the Project, that \$10,300,000 shall be raised by the issuance of the Library Bonds and \$4,200,000 shall be paid from funds on hand and legally available therefor.
- Section 3. The Library Board has determined and does hereby determine that the Library Bonds be spread over a period not to exceed twenty (20) years from the date of issuance of the Library Bonds.
- Section 4. The Library Board hereby requests that the Village Board submit the question of the issuance of the Library Bonds to the voters of the Village at the Election.
- Section 5. That all resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and this Resolution is effective immediately.

Adopted this 22nd day of June, 2016.

AYES:	6-Burghgraef, Duner, Kampschroeder, Kissane, Krasiat,
	Perry
Nays:	<u>Ø</u>
ABSENT:	ϕ

Approved this 22nd day of June, 2016.

ennifer Perry, President لر

Attest:

Lisa Knasiak, Secretary

Library Trustee <u>Kissane</u> moved and Library Trustee <u>Kampschroeder</u> seconded the motion that said resolution as presented and read by title be adopted.
After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said resolution.
Upon the roll being called, the following Library Trustees voted AYE: <u>Burgh graef</u> , <u>Nuner</u> , <u>Kamaschoeder</u> , <u>Kissane</u> , <u>Knasiak</u> , <u>Perry</u> and the following Library Trustees voted NAY:
Whereupon the President declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of The Board of Library Trustees of the Village of Brookfield, Cook County, Illinois, which was done.
Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.
Upon motion duly made, seconded and carried, the meeting was adjourned.
Lisa Knasiak, Secretary
STATE OF ILLINOIS)) SS COUNTY OF COOK)
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of The Board of Library Trustees (the "Board") of the Village of Brookfield, Cook County, Illinois, and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board on the 22nd day of June, 2016, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION approving a plan and estimate of cost and determining financing for a new library building and related expenses for the Brookfield Public Library, and requesting that the Village of Brookfield, Cook County, Illinois, submit a proposition of issuing not to exceed \$10,300,000 Library Bonds to the voters of said Village at the general election to be held on the 8th day of November, 2016.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Local Library Act, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the Board this 22nd day of June, 2016.

isa Knasiak, Secretary

MINUTES of a regular public meeting of The Board of Library Trustees of the Village of Brookfield, Cook County, Illinois, held in the Brookfield Public Library, 3609 Grand Boulevard, in said Village at 7:00 o'clock P.M., on the 22nd day of June, 2016.

The meeting was called to order by the President, and upon the roll being called Jennifer Perry, the President, and the following Library Trustees were physically present at said location: Bughgraef, Duner, Kampschoeder, Kissane, Knasiak, fem
The following Library Trustees were allowed by a majority of the members of The Board of Library Trustees in accordance with and to the extent allowed by rules adopted by The Board of Library Trustees to attend the meeting by video or audio conference:
No Library Trustee was not permitted to attend the meeting by video or audio conference.
The following Library Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever:
The President announced that The Board of Library Trustees would next consider the adoption of a resolution approving a plan and estimate of cost and determining financing for a new library building and related expenses for the Brookfield Public Library, and requesting that the Village of Brookfield, Cook County, Illinois, submit a proposition to issue not to exceed \$10,300,000 Library Bonds to the voters of said Village at the general election to be held on the 8th day of November, 2016.
Whereupon Library Trustee $\frac{\rho_{excy}}{}$ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each Library Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy: